



# **Pinelake Village**

## **Rules and Regulations**

**Equal Housing Opportunity**

**We do business in accordance with  
the Federal Fair Housing Law**



**It is illegal to discriminate against any person  
because of race, color, religion, sex,  
handicap, familial status, or national origin**

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**NOTE - to the extent that applicable state law differs or contradicts these Rules then applicable state law shall apply**

**PINELAKE VILLAGE  
RULES AND REGULATIONS**

Management of this Community offers Equal Housing Opportunities. We do business in accordance with Federal Fair Housing Laws and will not illegally discriminate against any person because of race, color, age, religion, sex, handicap, disability, familial status or national origin. All reasonable means have been taken to insure that your residency is pleasant and enjoyable. Many of the Rules and Regulations are based on the requirements of state and federal law, and the remainder are to assist in the peaceful enjoyment of all residents.

These Rules and Regulations ("Rules") are intended to maintain the appearance standards and comfort of Pinelake Village Mobile Home Park (the "Community") for you and your visitors. A copy of the Rules will be posted in the Community Clubhouse Bulletin Board and the Resident Community Phone Directory and must be observed by all Residents and guests. Residents shall require all persons on the premises with their consent to govern themselves in accordance with the Rules and in a manner that does not unreasonably disturb neighbors or constitute a breach of the peace.

**1. DEFINITIONS**

**1.1** Community Management: Community Owner's manager, assistant manager (or other employee or agent) of the Community as identified from time to time.

**1.2** Community Owner: the owner or operator of the Community.

**1.3** Guest: a person who is not entitled to reside on the lot and who has visited the Community for a period of time no longer than 15 consecutive days or 30 total days, whether for an entire day or any portion of a day, within a calendar year.

**1.4** Home Owner: a person who owns a home and leases a lot within the Community for residential use.

**1.5** Unauthorized Occupant: a person who is not entitled to reside on the lot and/or who has visited the Community for a period of time longer than 15 consecutive days or longer than 30 days within a calendar year.

**1.6** Rental Agreement: the lot rental agreement (lease agreement) that was executed between Home Owner(s) and Community Owner.

**1.7** Resident: a person entitled under authority of a Home Owner's lot rental agreement to the use and occupancy of a residential lot within the Community to the exclusion of others. The term includes both Tenants and Home Owners.

**2. FIFTY-FIVE AND OLDER COMMUNITY**

**2.1** This Community is intended and operated for occupancy by persons 55 years of age and older and, as such, adheres to the requirements of the Housing for Older Persons Act of 1995.

**2.2** At the time of application for initial residency, or upon demand of Community Management, all prospective residents and all existing residents shall be required to produce for inspection and copying, one of the following age verification documents: driver's license; passport; military identification; other valid local, state, national or international documents containing a birth date, photo, and signature of comparable reliability asserting the age of the persons residing therein. The minimum age for all residents is Forty-Eight (48). Notwithstanding the above, Community Management reserves the right, in its sole discretion, to grant exceptions to the minimum age requirements of this Rule, while still maintaining compliance with the Housing for Older Persons Act of 1995. Notwithstanding this express policy and intent to the contrary, Community Management reserves the right in its sole discretion to accept a resident who is less than 55 years of age but older than 48, as long as at least 80% of the occupied

homes in the Community, including that of the new resident, are occupied by at least one person 55 years of age or older.

**2.3** The admission policy stated above is subject to change. Any homeowner electing to reside in the Community hereby agrees that the Community Owner may change the Community admissions policy, without liability.

### **3. RESIDENCY**

**3.1** Any person applying for admittance as a Resident of the Community must fill out an application for residency. All prospective residents must be approved by Community Management and must sign a rental agreement prior to beginning occupancy of a home currently in the Community or prior to moving a home into the Community. Community Management has the right to reject a prospective Resident for any reason not prohibited by law; however, approval may not be unreasonably withheld. Community Management will not approve a prospective Resident who provides false or misleading statements, whether orally or in writing, within the rental application or in any statement or document offered in support of a request for residency approval. The purchase of a Home Owner's home by those who have not executed the rental agreement shall not constitute permission or right for the purchaser(s) to reside within the Community. An application for residency, credit and background check must be completed and approved, a Prospectus and a copy of the Rules and Regulations delivered, a satisfactory Roof and Wood Destroying Organism inspection report, and a Rental Agreement signed, prior to: (i) residing in a home within the Community; or (ii) arrival of the resident's home in the Community.

**3.2** Community Management reserves the right to: (i) refuse residency to anyone who purchases or otherwise receives title to a home unless approved pursuant to paragraph 3.5; (ii) refuse to accept further lot rental amount payments and terminate the Rental Agreement of anyone who, after proper notice pursuant to section 723.061, Florida Statutes, fails to comply with these Rules and Regulations (see rule re: Enforcement and Eviction, for further information); and (iii) refuse residency to any applicant for any reason not prohibited by law.

**3.3** The resident of each home in the Community must be its legal owner. Except as expressly provided by applicable State law, no one other than those executing the Rental Agreement shall be allowed to reside upon the lot set forth in the Rental Agreement.

**3.4** Heirs and/or beneficiaries of a deceased Home Owner are not considered to be "purchasers" for the purpose of assuming the remainder of the deceased Home Owner's tenancy. All heirs and/or purchasers must be approved by Community Management prior to initiating occupancy of the home.

#### **3.5 PROCEDURES FOR REVIEW OF REQUEST FOR OCCUPANCY.**

**3.5.1** Prospective residents of the Community including, but not limited to, previously approved residents who have vacated the Community, or Residents who are moving to another home, must be approved by Community Management. Approval is based upon: (1) Sufficient Annual Income that must be proven with three consecutive past bank account statements or three months consecutive past paycheck stubs (2) credit, background and reference check and criminal history check; and (3) The presence of pets which are in accordance with the rules and regulations of the community (see rule: 11 for further information). Such written approval will not be unreasonably withheld; however, Community Management does reserve the right to refuse admission to the Community by any person(s) not deemed suitable to Community Management in its sole discretion. Any misrepresentation, whether written or oral, made by the prospective Resident (Home Owner) in information provided on the residency application; or statements as to number, age, or identity of persons residing in the home; or about pets, personal background, or past landlords, is deemed material and fraudulent and made to induce the Community Owner to admit the prospective Resident (Home Owner). Any such misrepresentation shall be deemed a conclusive breach of the Lot Rental Agreement and shall void the approval of the request for occupancy.

**3.5.2** The prospective resident must provide evidence of gainful employment and provide the name, address and telephone number of the employer and the name of the supervisor, if applicable, so that employment

information and salary can be verified, and must provide consent to the employer to divulge the information to Community Management. Prospective tenants living on investment or pension income, social security, or other governmental aid must provide proof of amount of income and durability of income, along with necessary consents to verify the information.

**3.5.3** Factors to be considered in review of an application for residency:

**3.5.3.1** Credit rating by individuals or businesses having credit experience with tenant or by credit bureau report.

**3.5.3.2** Reports from previous landlords and current landlord.

**3.5.3.3** Report of employer or other references as to veracity, trustworthiness and character.

**3.5.3.4** For prospective resident applying to bring a home onto a vacant lot in the community, prospective resident must provide copy of Title, Bill of Sale, Contract or other written evidence showing ownership of the mobile home to be located in the Community, and the name, address, account number and telephone number of any lien holder.

**3.5.3.5** Criminal background checks, including registered sex offender lists.

**3.5.4** Grounds for denial of residency in the Community: Denial may result because of the existence of any of the following items, but is not limited to such items:

**3.5.4.1** Falsification of information on application.

**3.5.4.2** Refusal to provide requested information.

**3.5.4.3** Conviction of a crime (other than a minor traffic infraction) under the law of any state, or the United States or conviction or violation of the laws or ordinances of any state, or the United States or any county, municipality or local governmental entity which would have endangered the life, health, safety or property of the Residents of the Community or interfered with the peaceful enjoyment of the Community by its Residents.

**3.5.4.4** Unfavorable credit information.

**3.5.4.5** Unfavorable report of present or previous landlord.

**3.5.4.6** Unfavorable report of employer.

**3.5.4.7** Lack of showing of ability to meet financial obligations or income requirements to the Community.

**3.5.4.8** Home to be located in Community not in compliance with the Community's requirements as set forth herein or in the Community's prospectus.

**3.5.4.9** Exhibiting attitude, rude, or inappropriate behavior, as determined by Management's sole discretion, to Community management that the rules and regulations of the Community will not be respected and followed by applicant.

**3.5.4.10** Refusal to sign Community lease.

**3.5.4.11** Refusal to pay a financial obligation disclosed pursuant to section 723.035(2), Florida Statutes, and uniformly charged by the Community to incoming tenants.

**3.5.4.12** Refusal to read and accept the Rules and Regulations.

**3.5.4.13** Failure to qualify as a single family or having too many persons or a pet that does not qualify.

**3.5.4.14** Failing to provide proof of ownership of the manufactured home (if applying to bring home into the community) or of any other vehicle owned or used by the prospective resident and to be kept or used in the Community, and the information regarding any lien holder.

**3.5.4.15** Age of prospective resident(s)

**3.5.4.16** Amount and size of cars/trucks (see rule: 10 for further information).

**3.5.5** In order to verify the qualification of the Community as housing for older persons under the Housing for Older Persons Act of 1995 and Chapter 760, Florida Statutes, verification of the ages of all Community residents is required as is the determination of whether at least one resident or occupant in at least 80% of the homes located in the Community is 55 years of age or older.

**3.5.6** Approval of the make, model type and width of all new homes brought into the Community, in order to be sure that the home is aesthetically consistent with the Community shall be solely in management's discretion. No used homes shall be brought into the Community or moved from one location in the Community to another without advance written permission from Community Management.

**3.5.7** Final approval of change in occupancy of mobile homes in the Community shall not be given until arrangements satisfactory to Community Management have been made for bringing the manufactured home, lot and landscaping into the condition of a well-maintained lot and home and into compliance with Community Rules and Regulations.

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

**4.1** Payments: Lot rental amount ("rent") must be paid in full. Timely payment in full is required; partial payments will not be accepted. Lot rental amount payments are due on the first day of each month and must be paid on or before the fifth (5th) day of the month before 5:00 PM. A Late Charge will be charged to any Resident whose rent is not received by Community Management (including mailed-in payments) on or before the fifth (5th) day of the month before 5:00 PM as provided in the Lease/Prospectus. Payments are collected in the Community office during office hours or may be placed in the drop-box.

**4.2** Resident must pay by personal check, cashier's check, Community ACH Debit, money order, certified check, or cash. All payments must be payable in U.S. funds drawn on a U.S. financial institution.

**4.3** NSF Payments: If any Resident's personal check Or ACH payment is returned for insufficient funds; then Community Management will accept payment only in the form of money orders, cashier's checks, or cash for six (6) months thereafter for that account. If a Resident has twice written personal checks on insufficient funds, then Community Management will only accept payment, on a permanent basis, in the form of money orders, cashier's checks, or cash.

## **5. SALE AND/OR REMOVAL OF HOME**

**5.1** Home Owners have the right to sell their homes within the Community, subject to Community Owner's right of first refusal. Home Owner must notify the office (IN WRITING) of intent to sell. The purchaser must meet all requirements for residency prior to occupancy (see rules re: Residency and Eviction).

**5.2** Each Home Owner shall supply to the Community, within seven (7) days of transfer of title, change in financing, or purchase of Home Owner's home, a true copy of the legal registration showing title registered in Home Owner's name and the name of the lienholder, if any. This rule does not in any way diminish or affect the obligation of every seller of a mobile home to seek and obtain Community Management approval of the purchaser occupant of any home in the Community prior to the sale/purchase of the home and prior to change of occupancy of the home. Occupancy of purchased home cannot be obtained until there is a signed lease.

### **5.3 COMMUNITY OWNER'S RIGHT OF FIRST REFUSAL FOR SALE OF INDIVIDUAL MOBILE HOMES.**

**5.3.1** If Home Owner offers a home for sale, or if Home Owner receives a bona fide offer for the purchase of his or her home, Home Owner shall notify Community Management, in writing, of: (a) Home Owners' offer, identifying the price, terms and conditions of the offer made by the Home Owner, and (b) for any bona fide offer received from any third party (the "Third Party Offeror"), Home Owner shall identify the Third Party Offeror, provide a full and correct copy of the Third Party Offeror's offer, including the price, terms and all conditions of the offer and of copies of all documents comprising the offer. This notice to Community Management by Home Owner shall be referred to as the "Offer Notice". Community Management shall have three (3) business days to accept the price, terms and conditions of the Offer Notice by providing written notice of the acceptance to Home Owner. Upon delivery of a timely acceptance of the Offer Notice, the parties shall cooperate in good faith to complete the sale of the home to the Community Owner. If Community Management fails to timely accept an Offer Notice served in full compliance with this rule, Home Owner shall be free at any time to sell the home to a party or parties other than Community Owner. If Home Owner thereafter elects to offer, or accept a Third Party Offeror's offer, for a sale of the home at a price lower than the price specified in his or her original Offer Notice, Home Owner shall provide written notice of the revised offer and a copy of the same (the "Revised Offer Notice") to Community Management and Community Management shall have an additional three (3) business days from receipt of the Revised Offer Notice to accept the revised offer. Delivery of an Offer Notice or Revised Offer Notice to Community Management shall be by certified mail, recognized overnight delivery service, or by hand delivery. (Home Owner shall be entitled to a receipt for any Offer Notice or Revised Offer Notice delivered by hand delivery). Acceptance of an offer made in an Offer Notice or Revised Offer Notice by Community Management shall be by certified mail or recognized overnight delivery service, with a copy of the acceptance posted on the home. If an offer made or received by Home Owner does not include the appliances, fixtures or window coverings for the home, the Offer Notice or Revised Offer Notice shall clearly identify the items which are not included. Clear title and proof of ownership shall be conditions precedent to Community Owner's purchase of a home.

**5.3.2** This rule is intended to enable Community Owner to retain homes in the Community, and thus to preserve occupancy and continued revenues. Community Owner's rights hereunder are unique, and are difficult or impossible to quantify.

**5.4** Subject to the provisions of Section 5.2, Home Owner intending to make a bona fide sale of his/her home or any interest in it to a proposed purchaser intending to remain in the Community shall give to Community Owner notice of such intention, together with the name and address of the proposed purchaser and such other information concerning the proposed purchaser as Community Owner may reasonably require. Subject to the obligation of the proposed purchaser to apply for residency with Community Management for every person who intends to become a resident of the Community (pursuant to the requirements of Section 3.5 above), Resident shall direct the proposed purchaser to Community Management for exchange of information, including the lot rental amount which will apply at the expiration of the seller's lease term or at the time of sale. Within seven (7) days of transfer of title, change in financing of the home, or purchase of Home Owner's home, a true copy of the legal registration showing title registered in the name of the purchaser and the name of the lienholder, if any, shall be provided to Community

Management by Home Owner. This rule does not in any way diminish or affect the obligation of every purchaser of a home to seek and to obtain written approval by Community Management prior to the change in occupancy of the home if the proposed purchaser intends to become a resident of the Community (see section 5.2).

**5.5** Prior to written approval of the purchaser for residency, Community Management will inspect the entire lot and exterior of each home to verify that it complies with all rules and regulations. Homes must meet all local code requirements and must pass a satisfactory roof and wood destroying organism inspection. The inspection will include, but is not limited to, exterior maintenance, skirting, carports, awnings, attached structures, sheds, shrubs, trees and lawn care. Any infraction or deficiency must be repaired/upgraded. The seller and the purchaser must provide proof of completed repairs or written assurance to Community Management that any repairs or changes to the home will be made as necessary to bring the home into compliance with Community standards as set forth in these Rules and Regulations, within a reasonable time frame as specified by Community Management in writing. Community Management has the right to deny approval of the proposed resident if such work is not done; however, approval may not be unreasonably withheld.

All outside realtors and/or brokers working in the Community must show proof of Motor Vehicle Manufactured Home Dealers license before listing a home for sale. Those without proof of License on will be stopped from selling and listing a home inside the Community until such proof of license is presented to the Community Office.

**5.6** Home Owner may display one or two if on corner lot "For Sale" sign, no larger than 18 inches x 24 inches, inside the home window. This sign may display only the words, "For Sale" or the equivalent plus a telephone number of the Resident, and the name of the broker, agent, or dealer where further information may be obtained. The display of any other commercial enterprise on the sign is prohibited. No other type of sign may be placed in or on the home so as to be in public view. No sign of any type may be posted in the yard. Any home offered for sale must be registered with the Community office before a sign is displayed. All outside realtors, brokers or service companies working in the Community must show proof of current licensure and proof of appropriate liability insurance before starting work. Those without such proof of insurance on file with Community Management will be stopped from performing work inside the Community until such proof of insurance is presented to the Community office. A "Take One" flyer box may be attached to the lamp post pole to hold home sale flyers. This "Take One" flyer box may not exceed 12" x 15" in size. During Open Houses balloons may be tied to the lamp post only to designate the home that has the Open House.

**5.7** Community Owner requires that any home not meeting the Community's established standards, as required by these Rules, or any home which is improperly maintained, be upgraded to improve the quality and appearance of the home. Failure to meet the Community's requirements shall be a violation of these Rules.

**5.8** In the event Home Owner intends to move the home from the Community, written notice must be given to Community Management of that intent at least sixty (60) days prior to the moving date. Such move must be made between 9:00 a.m. and 5:00 p.m. between Monday and Friday so Community Management may have an inspector present. Only transporters of homes, properly licensed and authorized by governing authorities, are permitted to move homes into or out of the Community. Such transporters must provide Community Management with a certificate of general liability insurance in an amount of not less than five hundred thousand dollars (\$500,000.00) including worker's compensation insurance to ensure against personal injury and damage to property. Written permission from Community Owner is required prior to any move of a home either into or out of the Community. All current charges must be paid in full at the Community office.

**5.9** Any Home Owner who removes a home from the Community is responsible for any cleanup necessary, including removal of all trash, steps, broken concrete, planters, patios and footers, and any other discarded materials. Utility connections must be sealed, protected, and identified. The home site must be left in a clean, graded level, cleared and neat condition; and approved by Community Management. Home Owner is responsible for expenses incurred in restoring the site to a clean condition.



**5.10** Community Management requires that each Resident comply with the requirements of all governmental agencies including, but not limited to, HUD, the department of motor vehicles or transportation, the State and the County in which the Community is located.

**5.11** Community Management and owner assume no responsibility in the event that a dealer, bank or other secured party should opt to remove the home of a Resident from the Community, except for Community Management's failure to perform a duty or negligent performance of a duty as implied by law.

**5.12** Destruction of Home: Should the home be destroyed by fire, windstorm, water, an act of God, or by any other means, the Home Owner must remove the salvage in accordance with the requirements of Section 5.8, from the home site within thirty (30) days from the date of such event, or from the date of mailing of written notice from Community Management to Home Owner to remove same, whichever is earlier, unless a longer period for removal is provided by applicable ordinance or law.

## **6. SETUP: NEW or RESALES**

**6.1** The location and positioning of a non-Community owned home being placed on a lot will be carried out under the direction of Community Management. Community Management's written approval of the style and quality, size and type of all proposed additions or other improvements to Resident's home or lot installed by Home Owner as a requirement of tenancy in the Community but not including any improvements such as utility connections which will be of use to Community residents or other occupants of the Lot after removal of the home regardless of the size or dimensions of any other home or appurtenances thereto which may be placed will be subject to Community Owner's prior written approval and will be based on factors such as the size, location, and the proposed location of equipment, additions or other improvements in relationship to other lots in the Community.

**6.2** Responsibility for compliance with applicable zoning or code provisions shall be that of Resident(s). Only new homes (never previously occupied) and used homes which have been approved in advance in writing by Community Management as acceptable for location within the Community will be allowed in the Community. A site plan showing the location of the home, accessory buildings and any improvements existing and proposed to the home or lot shall be submitted to Community Owner. Written approval from Community Owner is required prior to the commencement of any work. All persons involved with the move in and set up of the home must have adequate general liability and worker's compensation insurance. All liability associated with the move in shall be the responsibility of Home Owner.

**6.3** Homes must be placed in a uniform manner, properly blocked, set and all utilities connected in accordance with the applicable local, city or county code and/or regulations and with Community Management's specifications. Homes must be anchored immediately, as required by governmental regulations.

**6.4** All of the materials utilized in connection with the erection and completion of the home as contained within these Rules shall be of a quality, type, style, color and pattern approved in advance in writing by Community Management. Community Management shall have approval rights over the manner of installation or attachment of the home and of any accessory structures, and all installation and construction shall be consistent and compatible with other homes in the Community. All installations shall comply with federal, State and local laws, codes and regulations, and shall comply with all standards referenced within these Rules and the Lease Agreement.

**6.5** Any Home Owner beginning a new tenancy in the Community agrees that the following standards and requirements shall be met and completed, if required by applicable ordinance, under a building permit issued by the county building department or other applicable local agency and approved by Community Management:

**6.5.1** Hitches, axles and wheels shall be removed from the mobile home lot upon anchoring and the gap area restored.

**6.5.2** All manufactured homes entering the Community must be skirted on all sides with brick pattern stucco or solid vinyl skirting or other materials and in colors or styles approved by Community Management. Skirting must be maintained regularly including, but not limited to, maintaining correct and uniform appearance and alignment of skirting, to insure a uniform and attractive Community. If the present skirting is destroyed by windstorm, an act of God, or by any other means, or substantially replaced, replacement skirting must be approved by Community Management in writing prior to installation. All skirting must be of a uniform white color.

**6.5.2.1** Any existing resale manufactured homes must have solid type skirting, either white colored brick pattern stucco or vented white vinyl skirting material. Skirting that is made of slats or lattice is not acceptable. Skirting made of sheet metal or other types of metal are not permitted. Damaged skirting must be repaired to a well-maintained condition or replaced with vented vinyl skirting or stucco brick pattern.

**6.5.2.2** Any existing manufactured home must have horizontal lap style siding. This includes the shed and any home addition, such as a Florida room, to be sided with matching horizontal lap style siding.

**6.5.3** A hard-surface driveway (concrete) and an attached shed under the carport and aluminum carport, properly permitted and approved by Community Management is required. The color of any stains to be applied to a driveway or walkway must be approved in writing in advance by Community Management. Only a concrete oil based stain may be used. Acrylic, enamel or any other type "paint" is not allowed. Any driveway or walkway allowed to become unsightly must be cleaned or re-stained. Driveways are not permitted to extend in front of the home. Driveway extensions are not permitted beyond the carport.

**6.5.4** Entry steps and landings must be pre-approved in writing by Community Management and must be installed on all new homes entering the Community, and on existing homes in the Community if required by code requirements, at all entrances to the home. All steps (both front and back door) on such new homes and on existing homes where required by local code requirements, must have an adequate handrail running the entire length of the steps.

**6.5.5** Central air conditioning must be installed in homes that are being placed in the Community by Home Owner. No air conditioning or heating unit shall be installed in any window visible to their street. If visible from the street, A/C units must be obscured from view with bushes. Central air conditioner compressors must be placed on a cement slab.

**6.5.6** Utility sheds, must be constructed of sturdy aluminum or pressure treated lumber and finished with siding material approved by Community Management prior to installation and must be anchored on a poured concrete slab underneath the carport. The size and location of the utility shed shall be approved by Community Management prior to installation. The shed must be roofed under the carport or if an addition is permitted by written approval by management, then the roof line must match that of the carport. Wherever required, a permit must be obtained from the county building department and from Community Management before installation. Sheds shall be located in the back of the home or carport unless permitted by Community Management. Only one shed per lot is allowed. No additional storage sheds, cabinets, or containers, such as Rubbermaid cabinets or any containers made from plastic, wood, or composite material are permitted anywhere around the home or under the carport.

**6.5.7** A specific Management-approved sign, with the homeowner's last name and house number must be hung from the lamppost. The sign may be purchased through the office.

**6.5.8** All homes must have a lamppost that is black in color with a lamppost top that is a minimum size of 10" wide x 15" high. The lamppost top must be of uniform (same) color and style aesthetically compatible with the rest of the community. The lamppost must remain on during night hours. The color of the light bulb must be white.

**6.5.9** Appliances, such as refrigerators, washers and dryers, water softeners, water heaters, are not permitted on open patios or in the carports; they must be placed in the shed or in the home. LP gas tanks must be buried or screened with landscape from sight.

**6.5.10** Fully sodded lawn with Floratam grass must be installed and maintained on all homesites. Each resident must maintain their Floratam grass so that it is healthy and free of weeds and grass destroying bugs. In the event grass needs to be replaced, the type of grass used will require written approval of Management prior to installation.

## **7. MAINTENANCE OF HOMES**

**7.1** Residents who commence occupancy in the Community must meet Community Standards, as disclosed in these requirements. Community Management is in the continual process of maintaining these Community Standards and reserves the right to require Residents to comply with the Community Standards. These requirements may be modified by Community Management due to space limitations, design considerations, or such other reasons as may be sufficient in the sole discretion of Community Management. Alterations or modifications to a home, made in violation of these rule and regulations, must be removed or replaced in order to comply with Community Standards. Should Community Management have to provide maintenance of the homesite, the cost of said maintenance will be charged to the resident.

**7.2** All homes and applicable buildings must be maintained in compliance with all municipal, county and State housing and health codes. In the event any governmental agency shall impose a fine for failure of the Resident to comply with the same, Resident shall be responsible for payment; and, in the event the Community pays the fine, Resident shall promptly reimburse Community Owner for the payment made on Resident's behalf.

**7.3** Maintenance: All homes, carports, sheds, or any other items placed on a lot, must be maintained in a clean and orderly manner and in good repair. The exterior surfaces of the home including the eaves and trim, roofs, awnings, shutters, sheds and driveways, shall be kept free of mildew, dirt, grime or discoloration. Homes must be washed at least annually. Peeling, fading, or damaged exterior surfaces, and broken windows, doors, screens and windows must be restored and repaired to the condition of a well maintained home in the Community. Damaged areas or poorly painted areas of the home and accessory buildings must be repaired or repainted. Community Management reserves the right to require Resident to perform repairs, repainting or other maintenance that is needed to maintain Community Standards.

**7.4** Driveway and Carport: Where there is an existing paved parking area on the lot, the Resident is responsible for maintaining this paved area and keeping it in a state of cleanliness and repair. If damaged by Resident or guest(s) during the tenancy, the Resident must repair same. This obligation includes any oil spill or leak or cracks. Indoor/outdoor carpeting and synthetic grass on any exterior surfaces are prohibited, with the exception of an enclosed screened patio.

**7.5** Exterior Surfaces: As the appearance of the home ages, or is damaged or otherwise altered in appearance, if deemed necessary or appropriate by Community Owner, housing or health code enforcement personnel, the home shall be modified so as to be brought to the state of cleanliness and repair of a well-maintained home, and free from mold and mildew. While homes may not be required to be brought to an overall "as new" condition, repairs and maintenance may be required to replace all damaged, dilapidated, peeling, faded, or discolored components of the home including resurfacing, re-siding, re-painting, re-roofing, lap-siding or similar modifications.

**7.6** All exterior materials used in upgrading, must be new materials approved in writing by Community Management prior to their use on the home. The materials used should be consistent with the types of materials used on well maintained homes in the community.

**7.7** Window coverings: Interior coverings shall be limited to blinds, shutters, drapes, curtains or similar standard window treatments and shall be maintained in good condition and repair. Bed sheets, mattresses, blankets, aluminum foil, mylar (both interior and/or exterior) or similar items are prohibited from being used as a window covering or shade device. In the event a resident is vacating the home for an extended period of time (i.e. seasonal or vacation) and intends to install protective covering on their windows for the period they are not residing in the home, including, but not limited to, the closing of awnings or shutters, resident must obtain prior Community

Management approval for the proposed long-term window covering and said covering must be removed or opened upon resident's returning to occupancy of the home. Any and all window tinting (specialty product affixed to inside of a window for purposes of heat shield or sun shading) must be maintained or removed upon discoloration or deterioration.

**7.8** Alterations/Additions: Residents are encouraged to upgrade their homes. To ensure that individual actions are aesthetically compatible with other homes in the Community and in accordance with Community standards, all improvements, additions, and alterations, including but not limited to replacement of existing porches, concrete slabs, carports, screened-in areas, awnings, skirting, steps, walkways, utility buildings, and similar items **MUST BE APPROVED IN WRITING BY COMMUNITY MANAGEMENT PRIOR TO COMMENCEMENT OF WORK.**

**7.8.1** Each resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community Standards, county building and zoning codes, and other restrictions of record and Residents shall be required to use licensed and insured contractors.

**7.8.2** If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of the Resident and performed by licensed and insured contracts and in accordance with all codes and ordinances.

**7.8.3** **PRIOR WRITTEN COMMUNITY MANAGEMENT** approval of all improvements, additions and alterations is necessary to protect the underground utilities, continuity of Community appearance, and the safety of Community Residents. In addition to all other remedies available to it, Community Management may require Resident to remove any unapproved construction or addition.

**7.8.4** Resident shall consult the Community Management before doing any digging, as certain utility and service connections are underground and Resident shall call for any required utility location. Cost of repairs for damaged underground services will be assessed to the Resident who damages any underground service.

**7.8.5** All improvements must be completed within thirty (30) days of approval by Community Management. For additional information on Community Standards, please see Rule, "Setup: New or Resales."

## **8. LOT CARE AND COMMUNITY STANDARDS**

It shall be the responsibility of Resident to ensure that the lot is properly maintained. All lots must be maintained in compliance with all municipal, county and State building, housing and health codes. In the event any governmental agency shall impose a fine for failure of Resident to comply with the same, Resident shall be responsible for payment; and, in the event the Community pays the fine, Resident shall promptly reimburse Community Owner for the payment made on Resident's behalf.

**8.1** Alterations: Any alterations or modifications to a lot, including attachments, driveways, landscaping, patios or items that will affect the exterior appearance of the residence, **MUST HAVE THE WRITTEN CONSENT OF COMMUNITY MANAGEMENT PRIOR TO COMMENCEMENT OF WORK.** Each Resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community Standards, county building and zoning codes, and other restrictions of record. Alterations or modifications to a lot made in violation of these rule and regulations must be removed or replaced in order to comply with Community Standards, at Resident's expense.

**8.2** Driveway extensions: The installation of driveway extensions require approval from Community Management. Plans must be submitted to Community Management that include an existing site plan and proposed location and size of extension. Driveway extensions will be considered if it seems appropriate for the intended use and does not encroach on lot setbacks or easements. Poured concrete or pavers would be appropriate materials. If the driveway is painted then the approved driveway extension must be painted to match. Pavers must complement/match the color of the existing driveway.

**8.2.1** Pathways require approval from Community Management and plans must be submitted for approval prior to installation. Pathways must have a purpose and destination. Pathways are not permitted to act as a driveway for golf carts. Appropriate material for a pathway would be pavers that complement/match the driveway color.

**8.3** Paint Colors:

**8.3.1** Approval by Community Management is required for painting any exterior surface of the home. This includes home siding, shutters, trim, decking, railing, and other visible surfaces. Change of exterior color should complement the colors of the houses in the immediate area. As a reference for appropriate home siding colors, these can be found in the top two rows in the Neutral section of the Sherwin-Williams color wheel. Overly saturated home siding colors will not be approved. Kaycan vinyl siding colors are mostly acceptable. The office has samples of both Sherwin-Williams and Kaycan siding colors. The office also provides vinyl siding at cost to Residents through their vendor.

**8.3.2** Trim and shutter colors must complement the home siding color. Dark or more saturated trim colors will only be approved on white or very light neutral colored homes.

**8.3.3** Driveway colors: There are only two approved driveway colors. These colors are H&C COLORTOP Solvent-Based Solid Concrete Sealer, Gull Gray, HC132 and Bombay, HC133. This paint can be found at Sherwin-Williams or Lowe's. SharkGrip or sand can be added to provide slip resistance. If you are re-painting over existing paint, it is highly recommended that you know and match the base type (i.e. solvent-based paint cannot be painted over latex paint).

**8.4** Carport Screened in rooms: Approval is required by Community Management for screened in rooms located in the carport. Screened in room sizes are determined on the scale and size of each individual home. As a general rule of thumb, there needs to be at least 20' of carport space. But this rule can be withheld if there is not an appropriate amount of driveway or carport space. The primary use of a carport is to store your vehicle(s).

**8.5** Maintenance: Resident is responsible for the overall appearance of the lot. The lot must be kept clean, orderly, and free of litter and debris. Resident must maintain lawn, landscaping areas, planters, trees, and shrubbery thereon including mowing, trimming, edging, weeding, watering, treatment of grass destroying insects, and the general care thereof. If, after proper notice and an opportunity to take corrective action, the Resident fails to properly maintain the lot to Community Standards, then Community Management may have the necessary work performed and charge the Resident the actual costs and expenses incurred. The Community is not responsible for damage to homes or lots resulting from acts of nature.

**8.5.1** Sod: The Resident shall be responsible for lawn mowing services to each Resident's lot as needed based on seasonal conditions as determined in the sole discretion of Community Management. Resident remains responsible for maintenance of landscaping, fertilizing, pest control, weeding, raking, and irrigation as needed. Resident must trim and edge along the sides of the home, walkways, driveways and streets before they become unsightly and overgrown. The object is to keep Resident's lawns and the Community looking neat which may include the repair or replacement of any sod damaged or destroyed by neglect, disease, insects, lack of water, vehicular traffic, or through other fault of Resident. If all or part of Resident's lawn needs to be re-sodded, Resident will receive written notice from Community Management to complete this repair.

**8.5.2** Landscaping: Additional landscaping (including some trees and shrubs) may be planted with Community Management's prior written approval as to type and location. Plantings too close to the street are prohibited. Community Management reserves the right to reject certain species of trees or shrubs as unsuitable for planting on a home site. For example, some unacceptable plants include Melaleuca (pumpkin or paper bark tree), Norfolk Pine, Schefflera, Ficus, Australian Pines, Carrot Wood, and Brazilian pepper. Resident is responsible for maintaining and trimming any trees and shrubs existing on the home site. Plantings and shrubbery in the front or the sides of the home cannot cover or obscure windows. Trees and shrubs may not be removed without the written consent of

Community Management. Sod must be replaced by Resident where planting is removed if removal of the plant was approved by Community Management. Stumps must also be grinded down 4" below sod. "Volunteer" plants and trees will be subject to removal depending on location and type.

**8.5.3** Landscape Beds: All homes are required to have, at the minimum, a landscape bed across the entire front of the home. This landscape bed shall have continuous bushes and/or flower plants installed in the ground. These must be properly maintained and if one of the plants dies it must be replaced. Landscape beds are not permitted to exceed 60% of the lot. Landscape within these beds must not obscure the view of the front home. Bushes must be kept below the bottom of windows.

**8.5.4** Approval is required for any shrubs or trees which are intended to form a natural screen or barrier in order to define private space or block undesirable views. Landscape screens or barriers are not permitted on front yard lot lines.

**8.5.5** Potted plants are not permitted to be placed in landscape beds or act as a replacement for bushes or plants in landscape beds. Potted plants are permitted in carports, patios and porches. Potted plants must have plants in them. If pots are left vacant or have dead plants in them, the pots must be stored out of sight or in the home owner's shed. The number of potted plants in a certain area must not be so numerous so as to present a cluttered or overwhelming appearance.

**8.5.6** The use of mulch is the recommended landscape bed filler. Anything other than mulch will require approval from Community Management. Floratam sod is not considered a landscape bed filler. Earth toned natural stone may be requested as long as the color is a natural fit to the area being landscaped. White rocks, shells or other decorative colored rocks are not permitted. Excessive amounts of open space in landscape beds are not permitted.

**8.5.7** If you do not have landscape beds along the side of your home, it is strongly recommended to have at least an 8" bed of mulch to keep lawn care equipment away from skirting to prevent damage.

**8.5.8** Modifications to landscape beds that include the use of bed barriers/borders such as pavers and bricks must be approved prior to installation. Landscape bed border/barriers must all match.

**8.5.9** Approval from Community management are not required for the following modifications:

1. Installation of new beds less than 4 feet wide at the front of the home and less than 2.5 feet wide around the perimeter/sides of the house, provided that plants installed have a mature height of less than four feet or below the lowest bottom window height.

2. Installation of new beds less than three feet wide around the lamp post pole, provided that plants have a mature height of less than three feet.

3. Installation of colored (black, brown, red, cypress) mulch around existing or approved beds, provided that it is installed to be below the height of the top of the grass.

**8.5.10** Gutters and downspouts: Tubing used for additional draining purposes must not run out into the grass lot. The use of downspout splash blocks is preferred when downspouts empty onto grass.

Rain barrels are not permitted in the front or sides of home. Approval is not required when installing them in the back of the home, provided that they will be screened with plants that have a mature height of four to five feet.

**8.5.11** Fake plants: Fake vine screens are not permitted. Fake flowers can be used as accents as long as they are realistic looking. Fake flowers must be kept nice looking and if they become faded, they must be removed.

**8.5.12. Tree Requirements:** Residents whose tenancy in the Community begins on or after January 1, 2025 are required to have a certain amount of trees on their lot based on the square footage of their lots. One tree is required per 3,000 S/F of lot size. Each lot is required to have at least 1 native Florida shade tree and at the time of planting, it must have a 3" caliper and be 12' tall. Palm trees count as half a tree.

For all residents, tree species and location of trees planted must be approved by Community Management in writing prior to installation.

**8.5.13 Trees:** Trees and shrubs which are on the lot of the Resident and which are destroyed or damaged by high winds, by any act of nature, by disease, or in any other way, must be removed by Resident as part of the required lot maintenance; this includes dead trees and shrubs. Lot maintenance which is to be performed by Resident includes fallen tree or limb removal, limb trimming, fertilizing, root trimming or removal, leaf raking and removal and repair or treatment of damage, disease or infestation from lawn pests. For purposes of this rule, any tree the trunk of which is entirely within the boundary of Resident's lot, is considered to be "on the lot." Any tree, the trunk of which is on a boundary line of Resident's lot, is the shared responsibility of the adjacent Resident (if the trunk is located on a shared boundary line between two lots) or of Community Owner (if the trunk is on a boundary line separating Resident's lot from a common area of the Community or from an unoccupied lot).

**8.5.14 Vegetable Gardens:** Vegetable gardens are only permitted with prior written approval from Community Management has been obtained. Vegetable gardens must not be visible from the road and must be located behind the home and carport. Vegetable gardens must be maintained in a neat manner and all plant debris must be removed and the soil turned at the end of the growing season.

**8.5.15 Absences:** Residents who are going to be absent from the Community for more than 2 weeks must make arrangements for the necessary maintenance of grounds and home care. Community Management reserves the right to do the necessary work at Resident's expense so that the lot will meet these Rules, but Community Management is not required to do so.

**8.5.16 Watering:** Residents must water their lawn sufficiently so that the Floratam grass stays green. Properly working irrigations systems are required. Broken sprinkler heads must be repaired so that the lawn does not die. New Floratam sod and plants must be watered in for 2 - 4 weeks. All hoses must be contained in a neat and orderly manner either in a post-type hose holder or in a hose container. Exterior faucets must have backflow preventers.

**8.6 Laundry Lines:** No one is permitted to hang towels, rugs, rags, wearing apparel, or any other such items on the home, carport, or on any other device on the home site.

**8.7 Solar Energy Devices:** All solar energy devices (including solar powered devices and solar panels) must be approved by Community Management in writing prior to installation and must be constructed and installed in accordance with applicable state and local regulations and shall be installed only after all required permits, if any, are obtained.

**8.8 Fencing:** No fences may be installed except those installed by Community Owner. Decorative landscape fencing and privacy fencing for A/C units and garbage cans must be approved by Community Management. Landscape screening of A/C units is preferred. All unapproved fencing on home sites, if any, must be removed. A PVC trellis (lattice) may be erected as a privacy screen on a carport subject to prior Community Management approval (as to size, style, location, etc.).

**8.8.1 Garbage Can Fencing:** Storing your garbage cans away in your shed is the preferred storage place. If you are unable to store them in your shed then you may store them in a partially fenced in area. This fence structure must be approved by Community Management prior to installation.

**8.9 Security Cameras:** "Security cameras" (defined for purposes herein as any camera or other visual viewing and/or recording device that provides continuous visual viewing or continuous and/or intermittent visual recording for safety and security purposes) shall be permitted to be installed on an owner's property, provided that (a) such security cameras are not visible from the street or other public area, (b) the placement and use of such security cameras does not result in an "improper view" (defined to mean a view that encompasses, in whole or part, continuously or temporarily, a view of or into another owner's property, whether intentional or unintentional, but specifically excluding views from the front or side of the residence into the adjacent street or roadway and which might include some portion of the front yard or side yard areas of the property lying across such street or roadway), and (c) the use of such security cameras is not utilized in a fashion to invade or disrupt any owner's reasonable right of privacy. An owner's failure to comply with the terms and provisions of this section shall constitute a nuisance under this declaration and a violation. Upon discovery, Community Management shall deliver written notice of such violation to the subject owner, and the owner shall have 5 days from receipt of such notice to correct such violation. The failure of the owner to correct such violation within such 5-day period shall entitle Community Management, without requirement for further notice, to enter upon the property to take such actions as necessary to remove the offending security cameras, and all costs and expenses incurred by the association in such regard shall be levied against the owner and the property through the levying of a specific assessment. In no manner shall Community Management be deemed to be a guarantor or protector of an individual's right to privacy, and the association shall only undertake actions under this section following receipt of a written claim from an offended owner and subsequent inspection by the association and determination of a violation. The foregoing provisions shall in no manner be deemed to limit an owner's private right to damages for any violation. Security cameras are not guaranteed to be functional.

**8.10 Antennas:** No antennas or outdoor reception devices shall in any way be attached to or protruding from any home or home site, except small DBS satellite dishes less than one meter in diameter (39 inches) and broadcast TV antennas (over-the-air and multichannel multipoint antennas). All other outdoor reception devices are prohibited. Further, any equipment that interferes with neighboring reception is prohibited. Prior written permission from Community Management must be obtained before installation of any kind of approved outdoor reception device (DBS satellite dish or broadcast TV antenna) to ensure that the device is located in conformance with the aesthetic standards of the Community.

**8.10.1.** To maintain an attractive community, satellite dishes or broadcast TV antennas must be installed in an inconspicuous location on the rear of the home or in a location that is not visible from the street at least twelve (12) feet back from the front of the home. If such placement sufficiently impairs the quality of reception, the dish or antenna may be installed on the home or home site in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. Resident is prohibited from installing satellite dishes or broadcast TV antennas outside the Resident's home site. All such satellite dishes or broadcast TV antennas must be maintained in an attractive, clean and rust-free condition. Resident is responsible for the maintenance of the outdoor reception device and said device must be maintained in good condition and repair and Resident is liable for all injuries, losses or other damages to any person or property caused by the installation, maintenance, or use of the reception device.

**8.11 Posts, Poles, and Stakes:** No posts, poles, stakes, or the like are to be driven into the ground or around the perimeter of the home site without prior written approval of Community Management due to the danger of interfering with or damaging underground utilities. Resident will be liable for any expense incurred by the Community resulting from violation of this Rule.

**8.12 Mailboxes:** Mailboxes and their posts must be kept black in color. Mailbox posts that have 2 mailboxes must have an apron that is uniform to the community. The stencil for this apron can be requested through Community Management. Mailboxes must be standard black aluminum with flag. Numbers are to be on the front door of the mailbox, these numbers are available at the Community Management Office. No other decoration is permitted. Mailboxes must be kept neat and clean. If the mailbox is showing decay, it must be replaced. The mailbox post must be a 4 x 4 post painted black. These posts must be repainted when they are faded or peeling. Mailbox posts are not to be moved from their location since they are lot boundary markers. Please keep in mind that previous homeowners may have moved their mailbox posts without permission from Community Management. Consult with Community Management if you believe your mailbox post is not on the boundary line.



**8.13 Outdoor Equipment:**

**8.13.1** No outdoor equipment, including but not limited to, basketball hoops, weight benches, trampolines, outdoor exercise equipment or other outdoor recreational equipment, major appliances, and similar personal property or improvements, are permitted on the residential lot.

**8.13.2** A small decorative water fountain/feature, which is self-contained using a recycled pump water system may be installed with prior Community Management approval.

**8.13.3** Wood burning smoke producing fires, gas propane fire pits, or fire pits are prohibited. Barbeque gas grills and charcoal grills used for outdoor cooking are allowed. Barbeque grills must be kept under the carport and against the home or in the shed when not being used.

**8.13.4** Resident hereby indemnifies and holds harmless Community Owner, its affiliates and its and their officers, directors, employees, assigns and agents with respect to any claims, damages, loss or cause of action arising from the use of any allowable outdoor equipment.

**8.14 Outdoor Signage and Flags:** Resident may not post "Beware of Dog" or "No Trespassing" type signs at the residential lot or on the home or in the windows of the home. Only one (1) flag pole may be installed on the home or lot. Approval is not needed for a flag pole that is installed on the home or carport. Approval is not needed, if installing a flag pole in the front lawn it must be exactly a height of 20'. Residents may display one portable, removable United States flag or official flag of the State of Florida, not larger than 3 feet by 5 feet, in a respectful manner in or on their home. Residents may also display one portable, removable official flag, not larger than 3 feet by 5 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag in a respectful manner in or on their home. No political or offensive flags may be flown. Acceptable flags that can be displayed from flag poles that are attached to the house or carport can be any of the above mentioned flags, a welcome or a holiday flag. All holiday flags must be taken down within two (2) weeks of that holiday. Flags must not contain words or designs that are, by their nature, inflammatory, offensive, or vulgar to the community as determined by Community Management's sole discretion. No other flags or signs may be displayed on the home or in the yard without prior Community Management written approval with the exception of the one "For Sale" sign referenced above.

**8.15 Storage:** Lawn care equipment, tools, ladders, and other equipment or devices or containers (i.e. strollers, pet carriers) must be stored in a neat and orderly manner when not in use and in a location which is not visible from outside a home. No articles are to be stored in a visible location outside. There shall be no storage of wood underneath the home. Excessive accumulation/storage of items (clutter) outside of the home or visible from outside of the home is prohibited. Bicycles must be stored in the shed when not in use and are not permitted to be stored in the carport.

**8.16 Furniture:** Only furniture specifically designed for outside use is allowed outside the home. Patio furniture is allowed in the carport but cannot take up space where vehicles should be parked. You must be able to park at least one vehicle underneath the carport. In the event Resident is vacating the home for an extended period of time (i.e. seasonal or vacation), all outside furniture or items (i.e. decorative items, tools/equipment) must be stored inside the home or shed for the safety and protection of the Community and the residents. Any temporary shade structures or umbrella or sun blinds or other similar structures are prohibited from being permanently installed on the residential lot and must be taken down daily after use and properly stored.

**8.16.1 Furniture in Landscape beds:** Furniture, benches, chairs, stools or other furniture items are not permitted as decoration in landscape beds or out in the yard.

**8.17 Holiday Decorations:** Seasonal and holiday decorating is permitted. Decorating your home may begin at the traditional start of said season/holiday but must be removed completely, and stored appropriately, within 10 days of the end of the season/holiday with the exception of Christmas which must be removed completely by January 15th.

**8.18** Lawn Decorations: Objects such as bird feeders, garden decorations, small hanging flags (welcome, name or garden), or garden sculptures shall be kept within the landscape bed closest to the home and are to not replace landscape such as bushes, flowers or trees. Only 1 bird feeder is permitted. If the bird feeder is creating a nuisance, such as attracting wildlife other than birds, the bird feeder must be removed. There shall not be an excessive amount of exterior decorative objects that create a cluttered appearance. Size, scale and number of objects must be of an appropriate size and within an acceptable scale of the home and its location. Decorations, wind chimes or wind socks are not permitted to be hung from awnings. Decorations and bird feeders located in the middle of the lawn or on the driveway beyond the carport are prohibited. No more than three (3) decorations total are allowed to be on the home, this depends on the size of the carport. Decorations must not look cluttered.

**8.19** Trespass: Community Owner considers each lot space within the community to be absolutely private to the demised Home Owner, and it shall be a violation of these rules and regulations for anyone or pet to trespass through or upon the lot of another.

## **9. GUESTS**

**9.1** All persons who are not specifically named in the Rental Agreement are considered as guests. A guest is a person whose stay does not exceed fifteen (15) consecutive days or thirty (30) total calendar days per year or as otherwise authorized by your prospectus. Guests shall not be permitted to reside or stay in the Community in the absence of the Resident.

**9.2** Guests are entirely the responsibility of their resident hosts and must comply with Community Regulations. Guests who are unruly or who create disturbances will be asked to leave. If Community Management so requests, a guest must vacate the Community within 24 hours of delivery to the Resident or the guest of a written demand to vacate. The Community facilities are primarily for the use and enjoyment of the residents. When conditions permit, guests will be allowed to use the Community facilities. Any guest under the age of 16 years must be accompanied by a person 18 years of age or older.

**9.3** Without prior written consent of Community Management guests will not be allowed to bring a dog or any other animal into the Community with them at any time, even for a daily visit. Service or assistance animals are permitted for handicapped persons or persons with a disability.

## **10. VEHICLES AND PARKING**

Only individuals having a current and valid driver's license may operate a motor vehicle in the Community. The term "vehicle" shall have the same meaning as the term "motor vehicle" as defined in section 320.01, Florida Statutes, which includes, but is not limited to, a "trailer" that is without motive power and is designed to be pulled by a vehicle with a motor. Further, a "personal vehicle" shall mean a Resident's non-commercial car, truck, SUV, station wagon, or minivan which is used for personal transportation which does not exceed 3/4 ton and is without advertising logos, signage, decals, and stickers.

**10.1** Vehicles: A maximum of 2 registered vehicles plus an approved and registered motorcycle OR scooter will be permitted per LOT. All vehicles must have liability insurance in the minimum amount required by State law and current registration. At least one vehicle must be able to fit under the carport and if there are 2 vehicles, then both must be able to fit bumper to bumper in the carport and driveway.

**10.1.1** Only resident's (or registered guest's) personal vehicles licensed and used for daily transportation will be allowed to be operated in the Community. All other vehicles, including but not limited to, any commercial vehicle (including, but not limited to, vehicles with work related racks), any vehicle exceeding 3/4 ton, large trucks, commercial or work vans, semitrailers, motorhomes, recreational vehicles, buses, campers, boats, off-road vehicles, utility trailers of any type, boat trailers, motorcycle trailers or any similar vehicles, must be removed from the Community. No unregistered, non-resident, vehicles will be parked within the community grounds. Community Management will ban from the Community any vehicles that, in its sole judgment, interfere with the

peace, privacy, and/or general welfare of other Residents or with the appearance of the Community. Vehicle must be able to fit under the carport.

**10.1.2** Motorcycles which have been approved by management and are registered and operated by a Resident with a valid operator's license will be permitted only as transportation on Community streets via the shortest route in and out of the Community and MUST be only stored/parked in a resident's driveway. All permitted vehicles must have factory-type quiet mufflers. Approval is not needed for scooters. Residents must not have so many motorcycles and scooters that it creates a cluttered appearance in the carport.

**10.2** Parking: Without prior written consent of Community Management, no vehicle shall be parked in or on Community common areas, other than those areas specifically designated for parking. Parking on lawns, swales, green areas or vacant lots or on undeveloped portions of the Community is strictly prohibited. Temporary parking on the street is permitted for up to 2 hours and all tires of the vehicle must be kept on the road surface. No overnight parking on the street is prohibited. No vehicle may be parked at any location in the Community where it blocks access to resident driveways. Residents may not park their vehicles on another Resident's homesite without prior written permission from the other Resident, a copy of which shall be provided to Community Management. Vehicles are not to be parked on the grass at any time. Car covers are only permitted as long as the vehicle is parked fully under the carport. Trucks are not permitted to be covered for storage. Car covers must be in good condition and not unsightly.

**10.2.1** Residents with total of 2 vehicles MUST have adequate driveway for both. If there is a structure such as a screened in room or patio that is prohibiting the space for accommodating 2 vehicles in the driveway, then the structure must be removed to allow for parking.

**10.2.2** Campers, trailers, motorhomes, boats or delivery vehicles will be permitted reasonable time for loading and unloading, but shall never be parked or stored overnight within the Community. No person may remain overnight or otherwise reside in the Community in any camper, motorhome or similar vehicle.

**10.3** Vehicle Repairs: Mechanical or other repair of vehicles, golf carts, boats or trailers is not permitted at a residential lot or elsewhere within the Community. Vehicles without current licenses, inspection stickers and tags, or which are inoperable or in a state of disrepair including, but not limited to, those which are rusted, dented, hand painted, or unpainted or which are missing external parts, are not to be stored on the lot or in any other area within the Community. No vehicle may be on jacks, blocks or ramps at any time other than for emergency tire changes lasting no longer than 30 minutes. Due to the safety hazard it presents, any vehicle left on jacks, blocks or ramps is subject to towing, as provided by applicable law, and vehicles on roadways are subject to immediate towing without notice, or with such minimum notice as may be required by applicable law, at the vehicle owner's expense.

**10.4** Vehicles in violation of these Rules may be towed away without notice, or with such minimum notice as is required by applicable law, at the registered owner's expense, payable to the towing service and not to Community Owner.

**10.5** Speed bumps, if installed, are a safety device. Community Owner or Community Management is not responsible for any damage or personal injury resulting from contact with a speed bump.

**10.6** Speeding in excess of posted limits is prohibited. All autos, motorcycles, golf carts, mopeds and any other vehicle must observe the posted speed limits or, if no signs are posted, must observe a speed limit of 15 miles per hour and must obey all "stop signs" or other posted warnings. A FULL STOP must be made at all stop signs or stop bars. All of these Rules will be enforced as this is for the safety of our Community Residents. Residents must inform all visiting guests/invitees about the speed limit and the aforementioned rules.

**10.7** Golf Carts: Only individuals having a current driver's license may operate a motor vehicle (including a golf cart) in the Community. Golf carts must be kept in good/clean working order and may only be parked under carports and kept within the homeowner's carport when not in use. Covers for golf carts are only permitted if there is no other vehicle being covered in the carport. Golf carts being covered must be parked in front of any other

vehicles in the carport. Parking on the grass or on any community common grounds is not permitted without permission from Community Management.

**10.8** Bicycles, golf carts and pedestrians have the right of way, and must observe all traffic rules. Bicycle riding and use of golf carts in the Community after dark is permitted only if bicycles or golf carts are equipped with front lights in working order and reflectors or brake lights on the rear of the bike or the golf cart. Bicycle riders and golf cart drivers must obey all street signs.

**10.9** The building and/or restoring of vehicles and boats in the Community is prohibited.

## **11. PETS**

**11.1** Prior written approval from Community Management must be obtained as to any animal which is to reside in the Community, and such written approval must be obtained prior to the time the pet is actually brought into the Community. No more than two (2) generally accepted domestic pets are allowed per household subject to prior approval and registration with Community Management. To be approved, the pet must be an inside pet and a true household pet. Community Management reserves the right to make decisions on pets on a case-by-case basis but shall not use this discretion to approve or grandfather a pet with a history of barking, attacking, growling, biting, other menacing behavior. Community Management can at any time terminate approvals granted for pets based upon incomplete, inaccurate, or changed information.

**11.2** Completion of the written application form by the Resident shall be required before approval of any pet will be considered. All information required on the application shall be provided with complete detail as requested. Such items requested shall include, but not be limited to, the name of the pet, the breed, the adult size of the pet (height and weight), the pet license tag number and current vaccination status of the pet, the veterinarian for such pet, the length of time that said pet has been with the Resident and any history of the pet as it pertains to barking, attacking, growling, biting, other menacing behavior or law suits occasioned by its behavior. The application shall be signed and dated by the Resident. Any false or incomplete information on the application, including that of the mix or breed of the pet, will be deemed absolute grounds for rejection of the pet, and shall constitute a violation of the Rules if the pet is not immediately removed.

**11.3** As part of the application, Resident shall submit to Community Management proof that the pet has a valid and current pet license, and that the pet has received all required vaccinations and inoculations. Resident shall also bring the pet to Community Management for a visual assessment and weight recording.

**11.4** No pet with a history of biting or attacking any person or other pet shall be allowed or approved. Any Resident or prospective resident who has previously been sued because of damages caused by any pet for which approval is being sought shall be denied permission for such pet to be brought into the Community.

### **11.5 Dogs**

**11.5.1** Up to two (2) pet dogs are permitted so long as the pet dogs, when fully grown, are no more than twenty pounds. An animal is considered "aggressive" when its behavior reasonably causes fear for a resident, guest or Community employee or contractor. A single bite is sufficient reason, but not a prerequisite for removal under this rule. Properly trained and well-behaved "house dogs" capable of being comfortably maintained indoors, for which immunization and licensing in compliance with the local animal control ordinance (or other comparable municipal ordinance accepted by the local animal control) is current and is maintained current are permitted, provided that their behavior does not in any way become a nuisance to neighboring Residents. Applicants for residency in the Community and Residents of the Community who wish to acquire a dog must provide evidence of such immunization and licensing to Community Management in conjunction with the approval process.

**11.5.2** Dog owners are required to demonstrate full control of their dog and its behavior. If a complaint is received by Community Management regarding the behavior of a particular dog, which Community Management in its sole discretion determines to be valid, Community Management may require either that the dog be permanently removed from the Community.

**11.5.3** Dogs may be walked on the Resident's lot, on Community streets and common grounds. When outside the confines of the home, all droppings must be immediately removed by the Resident and disposed of in Resident's own refuse container. In no event may a dog be permitted to trespass on another Resident's lot.

**11.5.4** Dogs shall not, under any circumstances, at any time be caged, fenced, tied or otherwise left restrained and unattended outside a home. No outside fences, dog houses, dog runs, cages, or other containers or forms of restraint of any kind for the retention of pets will be permitted on the lot.

**11.5.5** Persistent barking (barks or howls for ten sustained minutes or more (day or night) or for a repetitive sustained period on a regular and recurring basis) by any dog at any time of the day or night constitutes unacceptable dog behavior.

**11.5.6** Community Management will investigate any and all written complaints concerning dogs from any neighboring Resident. When dog owners are determined by Community Management to be out of compliance, the dog owner will be given written notice of such non-compliance, which may lead to eviction for non-compliance under these Rules.

## **11.6** Cats

**11.6.1** Domesticated cats for which immunization and licensing in compliance with the local animal control ordinance (or other comparable municipal ordinance accepted by local animal control) is current and is maintained current are permitted. Applicants for residency in the Community and Residents in the Community who wish to acquire a cat must provide evidence of such immunization and licensing to Community Management. As a reminder, cat litter shall be disposed of in the garbage and shall not be dumped or disposed of in toilet.

**11.6.2** Cats shall not, under any circumstances, at any time be caged, fenced, tied or otherwise left restrained outside a home. No outside fences or other forms of restraint of any kind for the retention of pets will be permitted on the lot.

**11.6.3** Community Management will investigate any and all written complaints concerning cats from any neighboring Resident. When cat owners are determined by Community Management to be out of compliance, the cat owner will be given written notice of such non-compliance, which may lead to eviction for non-compliance under these Rules.

**11.6.4** Persistent howling which is audible outside the home by any cat at any time of the day or night constitutes unacceptable cat behavior.

## **11.7** Birds

**11.7.1** A pet bird whose singing (or other noises) is not audible outside the Resident's home are permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.

**11.7.2** Birds must be kept inside the home. Bird cages are not to be left outside a home NOR shall bird be left unattended outside home. Birds who accompany their owner outside of home must not wander or fly and remain in the control of owner on their person or apparatus.

**11.7.3** Community Management will investigate any and all written complaints concerning birds from any neighboring Resident. When bird owners are determined by Community Management to be out of compliance, the bird owner will be given written notice of such non-compliance, which can lead to eviction for non-compliance under these Rules.

**11.8** Other Animals: No other agricultural or wild animals, poisonous creatures or exotic creatures such as, but not limited to, pigs, iguanas, snakes, ferrets, rabbits, etc., are permitted in the Community.

**11.9** Residents shall hereby be liable for and shall defend, indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, agents, and assigns from all personal injury or property damage caused by pets. In addition, Residents shall comply with all provisions of any rules, regulations and ordinances of any governmental authority or agency and the laws of the State with respect to dogs, cats and other pets.

**11.10** Without the prior written approval of Community Management, pets belonging to daily visitors and/or overnight visitors of Residents shall not be allowed in the Community at any time and must be boarded outside of the Community. However, guests' service animals are permitted. Pet sitting shall be limited to short daily visits only. No overnight pet sitting is permitted.

**11.11** Pets are specifically prohibited from the Community office and other Community buildings.

**11.12** Feeding of stray or wild animals including, but not limited to, birds, is prohibited. If a bird feeder is attracting wildlife, other than birds, and nuisance, then Resident must remove the bird feeder immediately.

**11.13** Any pet found running loose may be picked up and delivered to the local animal shelter. If the animal is wearing identifying tags, Community Management may first attempt to return the animal to its owner.

## **12. UTILITIES**

**12.1** Utility Hook-Ups: All electrical and plumbing hook-ups must be completed by licensed and insured service people and in accordance with applicable codes and ordinances. Any fees for installation or hook-up of utilities are the resident's responsibility. If Home Owner's amperage requirement is not met, Home Owner shall bear the cost of replacing or upgrading the breakers, electrical wiring, and connections. It shall be Home Owner's sole responsibility to purchase the wire and required connecting device and to hire a duly licensed electrician for this installation. Home Owner must notify and cooperate with Community Management for the placement of the electrical components. Home Owner is responsible to Community Management and to the other home owners within the Community for any damage that arises from faulty wiring within the home, inadequate amperage, or improper installation of the electrical components.

**12.2** Utility Repairs: Utility problems must first be reported to Community Management before commencing any repairs. The cost for repairs made without notifying Community Management, including any damages incurred, will be the resident's responsibility. Community Management is not responsible for the failure, default, improper act, or omission by any utility supplying such services. Residents are responsible for the repair any water or sewage leaks in or from pipes or fixtures in, on or under the home. Home Owner must arrange for electrical upgrades or modifications necessitated by Home Owner's use of electrical power.

**12.3** Water: Each Resident is responsible for paying the cost of replacement, maintenance and repair of the water pipeline from Martin County Utilities' Meter for the lot to and within the home and the connection to the water system in the home. Residents are responsible for the repair of any water leaks in or from pipes or fixtures in, on, or under the home or lot.

**12.4** Sewage: Each resident is responsible for the sewer lines under and within the home. The Community is responsible for the installation of the clean out, if there is not one already installed, and for the maintenance of the sewer pipe connecting from the clean out to the road. The resident is responsible for the any clogs

due to sanitary wipes, napkins, diapers, cloth, cat litter, or other items that are not sewage. Community Management will bill the resident for the labor and materials.

**12.5** Electric: Home Owner is responsible for the initial placement, replacement, maintenance and repair of the electrical lines from the pedestal, and the electrical lines from the pedestal to the home and inside the home, and for any other connections outside the home, including utility shed and A/C unit connections and outdoor receptacles.

### **13. GARBAGE AND TRASH DISPOSAL**

**13.1** All garbage must be placed in bags in a garbage container and securely closed at all times. Until ready for pickup, containers are to be placed in the shed or in an area not visible from the street. Garbage and recycling bins cannot be stored behind the home. If not stored in your shed, garbage and recycling cans must be screened from sight with prior written approval from Community Management. Yard trash and cuttings must NOT be put in plastic bags and can be placed in plastic garbage bins. If yard clippings are too big for a garbage can, they may be piled neatly on the curbside prior to the day of collection. Cardboard boxes must be broken down flat. Trash containers may not be placed curbside any earlier than 6:00 p.m. the evening prior to pickup service, and containers must be put away no later than 7:00 p.m. on the day of pick up service. Garbage generated by a paid contractor must be removed from the community by the contractor.

**13.2** Items such as, but not limited to, sanitary napkins, personal wipes (even if they are labeled "flushable"), condoms, metal, rubber, clothes, plastic, paper towels, fabric, grease, disposable diapers, tampons, cat litter, cat litter clumping (including those labeled "flushable"), and the like are not to be disposed of in home or Community toilets or drains. Expenses of purging stoppages of sewer lines of such or similar foreign objects shall be the burden of the Resident who occupies the space from which the foreign object originated. All costs of collecting the expense of purging the lines shall also be the burden of the Resident.

**13.3** The garbage company will pick up trash according to the company's own schedule and rules. All rubbish and garbage must be securely bagged in plastic bags and put inside plastic containers with lids. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection. It is the Resident's responsibility to remove any trash the garbage company will not handle.

**13.4** Residents, their guests, agents, invitees or other occupants are prohibited from generating, manufacturing, storing, treating, discharging, releasing, burying or disposing on, under or about the leased site, or any area in the community, and from transporting to or from the leased site or other area of the community any hazardous waste.

**13.5** Trash service is for Residents and their homes and not for disposal of trash generated by non-residents.

### **14. RESIDENT AND GUEST CONDUCT**

**14.1** Noise or conduct that Community Management finds objectionable, that disturbs the peaceful enjoyment of the Community by neighbors, or is deemed a nuisance to other Residents, that materially interferes with Community Management's operation of the Community or that constitutes a breach of the peace is prohibited. Loud noises, annoying parties, use of unreasonably loud and disturbing entertainment devices and abusive or profane language shall not be permitted at any time in the Community. Yelling, screaming, other noise-making, or the use of profanity outside the home or inside the home if audible outside the home, are not permitted in the Community. All Residents and their family members, invitees and guests must conduct themselves in an orderly fashion and must ensure that they behave in such a manner as not to unreasonably annoy, disturb or interfere with other occupants of the Community. Residents are requested to keep noise levels from whatever source to a minimum, especially between the hours of 10:00 p.m. and 8:00 a.m. Written complaints filed with Community Management by Residents concerning noise or disturbances caused by another Resident or such Resident's guests shall be considered as evidence of a violation of these Rules.

**14.2** Residents, occupants, and guests are not permitted on or pass through other residents' yards. Resident shall be responsible for the actions of such occupants and guests who violate these Rules and Regulations. Such violations are considered to be violations by the Resident.

**14.3** Residents and Guests shall not allow anything to be done on the residential lot or in the home, including the operation of any equipment or machinery that may result in serious property damage to the home, residential lot or Community in which the home is located or that is unreasonably disturbing to other Residents. Residents and Guest shall not allow any activity that may constitute or create a liability on the part of Community Owner or interfere with the quiet enjoyment of other Residents.

**14.5** Smoking is not allowed in any Community structure or within the fenced in area of the pool.

**14.6** Residents will be held responsible for their own conduct and the conduct of the members of Resident's household, Resident's guests or other persons under Resident's control or on the lot or in the Community with Resident's permission or consent. Each Resident is jointly and severally liable for the actions of all such described persons and of any additional persons arriving with such described persons and the resulting damages occurring to another Resident's property or that of Community Owner's property. Guests may not sleep in vehicles.

**14.7** Illegal drugs are strictly prohibited and will not be permitted.

**14.8** The use or display of weapons in the Community by Resident(s), members of Resident's family or guests or invitees including, but not limited to, firearms, paint ball guns, air rifles, bows and arrows, slingshots, or any other type of weapon, is prohibited.

**14.9** Criminal activity in the Community is strictly prohibited and will not be permitted.

**14.9.1** Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, anywhere in the Community. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance, as such term is defined by applicable laws.

**14.9.2** Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near the home, leased lot, or otherwise.

**14.9.3** Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, will not permit the home to be used for, or facilitate criminal activity on or near the leased lot or otherwise, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

**14.9.4** Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance (as such term is defined by applicable laws), at any location, whether on or near the home, leased lot or otherwise.

**14.9.5** Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in any illegal activity, including prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the Community), battery, including but not limited to the unlawful discharge of firearms or use of fireworks on or near the leased lot or otherwise, or any breach of the Lease Agreement that jeopardizes the health, safety, welfare or peaceful existence of Community Owner, Community Management, or other Residents, or involving imminent or actual property damage.



**14.9.6 VIOLATION OF THIS RULE REGARDING CRIMINAL ACTIVITY IN THE COMMUNITY SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LOT RENTAL AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation shall be good cause for termination of the lot rental agreement pursuant to the requirements of section 723.061, Florida Statutes. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

**14.10** No firearms, other forms of weaponry capable of firing dangerous projectiles, or firecrackers are to be discharged in the Community.

## **15. SOLICITING OR PEDDLING**

Soliciting, panhandling or peddling is not permitted in the Community. Vendors, peddlers and agents (including representatives of nonprofit organizations) are prohibited from commercial solicitation of any nature in the Community.

## **16. BUSINESS**

**16.1** No business or commercial enterprises shall be permitted to be operated by any Resident, or any guest or invitee of any Resident, from or within the Community and no advertising signs may be erected on the Resident's lot or home or any vehicles at the homesite or in the Community. Babysitting for compensation is a commercial enterprise and is prohibited within the Community. Babysitting which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community is allowed; however, daily child care is prohibited; and if complaints about such babysitting activities are received by Community Management, it reserves the right, in its sole and exclusive discretion, to prohibit future babysitting by the offending Resident(s). A "business" also includes any commercial enterprise which: (i) is required to be licensed by local or State law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the home or vehicle; (iv) includes door-to-door canvassing of Community Residents; (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (vi) involves the purchase of a home or of any interest in a home for the purpose of leasing, subleasing, renting or other business use.

**16.2** No Resident, Estate or Professional/Commercial garage, lawn or tag sales will be permitted and no sale or "give-away" of any items of personal property shall be permitted to be conducted outside of the home on the Resident's lot. No exceptions will be tolerated.

## **17. RECREATION AND OTHER FACILITIES**

**17.1** The specific hours of operation for the pool and spa are 6:00AM until 10:30PM. The clubhouse is open during normal office hours, from 9:00 AM until 5:00 PM Monday through Friday. Every resident household is issued 1 clubhouse/pool key at the time of lease signing. This key is for the clubhouse, pool gates, billiards room, and shuffleboard room. Recreational facilities may and will be closed from time to time as necessary in Community Management's judgment for appropriate cleaning and/or repairs, for maintenance or weather concerns, or for safety reasons, and no such closures shall be grounds for abatement of rent. All rules related to use of the common and recreational areas will be strictly enforced. The rules regarding Resident and Guest Conduct apply to the use of recreational facilities, including the Clubhouse. (See rule re: Resident and Guest Conduct for further information.) All Guests must be accompanied by a Resident when using recreational facilities. No one under the age of 18 years is permitted to use the Billiards Room. Residents shall be aware that recreation or common facilities including, but not limited to, the Clubhouse, are not designed or intended for use as storm shelters.

**17.2** Violations of the rules for recreational and common facilities may subject the resident to legal action, including eviction of the Resident or, if Community Owner so elects and Resident accepts, suspension of Resident's privileges to use the common area or recreational facility to which such violated rule applies. Acceptance of the suspension of privileges must be acknowledged by the Resident in writing and provided to Community

Management no later than three (3) days from receipt of the notice of violation. The length of the suspension will be based on the severity of the violation(s) as determined in the sole discretion of Community Management and may last for the remainder of Resident's tenancy. Any subsequent violation of common area and/or recreational facilities rules within a twelve (12) month period will unequivocally be grounds for eviction in accordance with Section 723.061, Florida Statutes.

**17.3** The Community Owner reserves the right to eliminate the provision of any common facility or amenity in accordance with Chapter 723, Florida Statutes. One or more of the facilities or services may become unavailable in the event of natural or man-made disaster, including fire, flood, storm, hurricane, tornado, earthquake, war, civil disturbance, vandalism, or any other circumstances reasonably beyond the control of the Community Owner.

**17.4** The recreational facilities are provided for use by Residents and their guests on a "USE AT YOUR OWN RISK" basis. No pets are allowed in the office, clubhouse, or any recreation areas.

**17.5** Clubhouse: The Clubhouse may be reserved by Residents for activities through a signed written agreement with the Social Director. Please make all reservations through the Social Director well in advance of your planned activity. All Residents must be included in the party. All Residents may have access to the premises and cannot be excluded. It is Resident's responsibility to clean the area after use and to pay for any damage to equipment or facilities. Deposits will be held by Community Management.

## **18. LAWS**

Resident must comply with all obligations imposed on mobile home owners by applicable provisions of building, housing and health codes, and must obey all federal and state laws and local ordinances related to or concerning the health, safety or welfare of other Community residents.

## **19. COMMUNITY OWNER OUTSIDE INSPECTION OF HOME AND LOT**

Community Management may enter onto the lot for purposes of repair and replacement of utilities and protection of the Community but not in such manner or at such time as to interfere unreasonably with Home Owner's quiet enjoyment of the lot. From time to time during regular business hours, Community Management may conduct outside inspections of the exterior of homes and lots in order to ensure compliance with the Community Rules and Regulations.

## **20. LIENS**

To the extent permitted by law and contract, Community Owner will have a legal possessory lien on Home Owner's home located within the Community for any unpaid lot rental amount, including late charges and utilities, assessment of damages caused by Home Owner or guests, and for any other recoverable expense under these Rules.

## **21. COMPLAINTS AND NOTICES**

All complaints to Community Management must be made in writing, signed and dated, and must be submitted to the Community office. If you have any complaints or recommendations, please discuss them with the Community Management. Avoid passing rumors on to others. Come to the office - we will be glad to do everything possible to correct problem situations. Community Management is not responsible for delivery of personal notes or messages.

## **22. MAINTENANCE REQUESTS**

All requests for Community common area or facilities maintenance must: (1) be submitted to Community Management in writing at the Community office; (2) reflect the date of submission; (3) state the nature and location of the maintenance activity requested; and (4) be signed by the submitting Resident(s). Requests not submitted in conformance with this rule may not be acted upon by Community Management.

**23. USE AND OCCUPANCY**

The residential lot shall be used solely for the purposes of placing a home thereon for the residential use and occupancy of Resident. Without prior written consent of Community Owner, the lot may not be occupied by more than 2 persons.

**24. LIABILITY FOR DAMAGES/SECURITY**

Community Owner shall not be liable for any loss of, or damage or injury to, the person or property of Resident, any member of Resident's household or any occupant, guest, or invitee on the residential lot, caused by but not limited to: (a) any condition of the lot; (b) any act, fault, or neglect of any Resident, a member of any Resident's household, or any occupant, guest or invitee of any Resident or of any occupant of the Community, or of any trespasser; (c) fire, water, steam, rain, hail, wind, flood, sewerage, odors, electrical current, insects, mold, mildew, fungus, or any act of God; or (d) theft or embezzlement, unless any of the foregoing was caused by Community Owner's active or willful misconduct. Resident does hereby indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, assigns, and agents from any loss, cost, damage, or expense arising out of any claim or cause of action asserted by any person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any Resident, member of Resident's household, or occupant of the lot, or of any guest or invitee of any Resident or occupant of the lot.

**25. INSURANCE**

Home Owners are requested to obtain and to maintain liability insurance; homeowners' insurance; and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the home within this Community, or from occupancy of such home while it is in the Community. Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a Home Owner's lot or within a Home Owner's home, or for reimbursement to the Resident for the loss of the home or personal property.

**26. FLORIDA STATE LICENSE DECAL**

All Home Owners must maintain current state registration decal on their home. Current state license decal(s) shall be displayed on the front of the home at all times. Please place it in the lower left-hand corner of a window which faces the street and display the current year only.

**27. GOVERNING LAW**

Community Owner-Resident relationship created by the Lease Agreement and these Rules shall be governed by applicable federal law and the law of the State of Florida. It is the intent of Community Owner and Resident to comply with applicable laws and that applicable federal and State law shall override any provision of these Rules that may be contrary to same.

**28. SUBLEASING AND RENTING**

No portion of the residential lot or home may be subleased, rented or leased by Home Owner. Any such act shall be void and shall constitute a default by Home Owner under the Lease Agreement.

**29. LEASE AGREEMENT TERMS AND CONDITIONS**

A written Lease Agreement will be required of all new Residents prior to occupancy. The prospectus and these Rules and Regulations are deemed incorporated as terms and conditions of the Lease Agreement. Resident shall not assign the Lease Agreement, or any interest therein.

### **30. ENFORCEMENT AND EVICTION**

**30.1** Prior to admission to this Community, each Resident agrees that they have read, and that they understand and agree to be bound by, the Rules and Regulations as set forth herein. Please note that ignorance of a Rule and Regulation is not an excuse for violation. Every effort will be made by Community Management to ensure that the Rules and Regulations are enforced and that your safety and comfort are not disturbed. Your cooperation is essential in providing you and your neighbors a peaceful and enjoyable community.

**30.2** Compliance and enforcement of Rules and Regulations is a matter between Community Management and the offending Resident, and as such, no other home owner or resident has any right against Community Management relative to enforcement of the Rules and Regulations against another resident.

**30.3** Community Management will contact Residents who violate a regulation by means of a personal visit, a telephone call, or a Notice of Rules Violation issued in accordance with section 723.061, Florida Statutes. It is expected that all Residents will correct the violation in a timely manner in accordance with section 723.061. Repeated violation could lead to possible eviction proceedings in accordance with applicable law.

**30.4** A home owner, tenant, occupant, or the home shall be subject to eviction in accordance with the procedures set forth in Chapter 723, Florida Statutes, and as amended. The grounds for eviction on the filing date are summarized as follows:

**30.4.1** Nonpayment of lot rental amount.

**30.4.2** Conviction of a violation of a federal or state law or local ordinances, which violation may be deemed detrimental to the health, safety, or welfare of the other residents of the Community.

**30.4.3** Violation of a Community Rule or Regulation, the Lot Rental Agreement, or Chapter 723, Florida Statutes.

**30.4.4** A change in the use of land comprising the home Community or any portion thereof.

**30.4.5** Failure of the purchaser, prospective tenant, or occupant of a home situated in the Community to be qualified as, and to obtain written approval to become, a tenant or occupant of the home, such written approval being required by these Rules and Regulations.

**30.5** If a purchaser or prospective tenant of a home occupies the home before approval is granted, Community Management may require that the purchaser, prospective tenant, or unauthorized occupant vacate the premises within 7 days of receipt of a notice demanding same.

### **31. WAIVER**

No waiver of any default by Resident shall be implied from any omission by Community Owner to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Lease Agreement or these Rules by Community Owner shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of Community Owner to any act by Resident requiring Community Owner's consent shall not be deemed to waive or render unnecessary Community Owner's consent to any subsequent similar act by Resident. The rights and remedies of Community Owner contained herein are cumulative and shall be in addition to those prescribed by law.

**32. SPECIAL EXCEPTIONS**

Community Management reserves the exclusive, unrestricted right to grant special exceptions to these Rules when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Resident or Residents, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other Residents of the Community. For example, variances to these Rules may be granted by the Community Management due to space limitations, design considerations, in cases where the intent of a Rule or Regulation is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other Residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

**33. SURVIVAL**

If any portion of these Rules is found to be void or unenforceable by a court of competent jurisdiction, the balance of these Rules shall remain in full force and effect, so long as the general intent of the parties continues to be met. To the extent State or local law is inconsistent with any terms of these Rules, such State or local law shall control the relationship between the parties hereto.

THE FOLLOWING IS AN OPTIONAL CONFIRMATION WHEREBY EACH RESIDENT ACKNOWLEDGES HAVING BEEN GIVEN AN OPPORTUNITY TO READ ALL THE ABOVE PINELAKE VILLAGE COMMUNITY RULES AND REGULATIONS, AGREES TO COMPLY WITH EACH, and is in full agreement with these Community Rules and Regulations being an integral part of the Application for Residency and Rental Agreement between Resident and Community Owner. Resident acknowledges that violations, infractions, breach, or default of these Community Rules and Regulations will be grounds for termination of Resident's Rental Agreement and eviction from the Community pursuant to Section 723.061, Florida Statutes.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_/\_\_\_\_/\_\_\_\_  
FIRST RESIDENT SIGNATURE

\_\_\_\_\_/\_\_\_\_/\_\_\_\_  
SECOND RESIDENT SIGNATURE

BY EXECUTION HEREOF, THE BELOW SIGNED REPRESENTATIVE OF COMMUNITY OWNER CONFIRMS THAT RESIDENT(S) REFUSED TO SIGN THE ABOVE CONFIRMATION REGARDING THESE RULES AND REGULATIONS NOTWITHSTANDING THE FACT THAT A COPY OF THE RULES WAS DELIVERED TO THEM ON \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_/\_\_\_\_/\_\_\_\_  
PINELAKE VILLAGE COMMUNITY MANAGER