

# **MAS VERDE MOBILE COMMUNITY**

## **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**

## **MAS VERDE MOBILE HOME COMMUNITY 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, familial status or national origin in the sale or rental of housing or residential lots; advertising the sale or rental of housing; financing of housing; or in providing real estate brokerage services.

All reasonable means have been taken to ensure that your residency is pleasant and enjoyable. Many of the Rules and Regulations are based on the requirements of Florida law, and the remainder is to assist in the peaceful enjoyment of all Residents.

These Rules and Regulations are intended to maintain the appearance and comfort of the Community for you and your visitors. A copy of the Rules and Regulations will be posted in the recreation center and must be observed by all residents, guests, and family members of invitees. Residents shall require all persons on the lot with their consent to govern themselves in accordance with the Rules and Regulations and in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace.

### **DEFINITIONS:**

**"COMMON AREA":** means all real property owned or operated by Community Owner, including landscaping and any improvements thereon, said improvements including, without limitation, all roads; road curbs; swales; parking areas; structures; recreational facilities; open space; walkways; sprinkler systems other than on individual lots; and street lights, which are owned by Community Owner and which have not been dedicated to and accepted by appropriate governmental authorities or a special taxing district, for a public purpose, and excluding any public utility, or CATV, installations, lines, equipment or easements thereon.

**"COMMUNITY":** means the property operated as a mobile home park as defined in section 723.003(12), Florida Statutes.

**"COMMUNITY MANAGEMENT:"** means Community Owner's manager, assistant manager (or other employee or agent) of the Community as identified from time to time.

**"COMMUNITY OWNER"** means the owner or operator of the Community.

**"DELIVERY DATE"** -- means the date that a copy of this Prospectus was first delivered by Community Owner to Home Owner as reflected in the business records of the Community.

**"GUEST"** means an individual who maintains a permanent legal residence at a locale other than the Community and who pays one or more visits to a tenant of the Community.

**"HOME"** means a mobile home as defined in section 723.003(8), Florida Statutes.

**"HOME OWNER"** means a person who owns a manufactured home and rents or leases a lot within a manufactured home community for residential use.

**"OCCUPANT"** means a person who is not entitled to reside on the mobile home lot and who has visited the Community for a period of time longer than 15 consecutive days or longer than 30 days within a calendar year.

**"RENTAL AGREEMENT"** means the lot rental agreement (lease agreement) between Home Owner and Community Owner as defined in section 723.003(10), Florida Statutes.

**"RESIDENT"** means a person entitled under a lot rental agreement to the use and occupancy of residential lot to the exclusion of others. The term includes both tenants and Home Owners.

**"TENANT"** means a person who is entitled under a lot rental agreement with the Community Owner to occupy a manufactured home Community lot and who does not own the manufactured home occupying the lot. The term applies only to persons who have been approved by Community Management pursuant to these Rules and Regulations.

**"AMENDMENTS."** From time to time rules may be changed or additional rules may be added. The Rules and Regulations will be posted in conspicuous locations within the Community. Management shall give written notice to each Resident at least ninety (90) days prior to any home site rental increase, reduction in services or utilities or changes in Rules and Regulations. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety and welfare may be enforced prior to the expiration of a 90-day period. Management shall comply with Sections 723.037 and 723.038, Florida Statutes.

## **1. ENFORCEMENT OF RULES AND REGULATIONS**

A. A major prerequisite for admittance to this Community is that the prospective Resident be informed of each of the Community's Rule and Regulation. Prior to admission to this community, each Resident must sign an acknowledgment 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 cannot be accepted as an excuse for violation. Every effort will be made by Management to ensure that the Rules and Regulations are enforced and that your safety and comfort are not disturbed. Your cooperation is absolutely essential in enforcing these rules.

B. Notwithstanding Community Owner's express intent to enforce the Community Rules and Regulations and to require compliance therewith by all Community residents, compliance and enforcement is a matter between Community Owner and the offending resident, and as such, no other home owner or resident has any right against Community Owner relative to enforcement of the Rules and Regulations against another resident.

C. These rules and regulations are subject to amendment upon ninety (90) days written notice of the amendment.

D. Complaints concerning violations of Community Rules and Regulations must be submitted to Community Management in writing. Community Management will follow through with investigation of all written complaints of violations of the Community Rules and Regulations or Florida Statutes.

## **2. NOTICE OF VIOLATION OF RULES AND REGULATIONS**

Community Management will contact Residents who violate a regulation by means of a personal visit, a telephone call, and/or a NOTICE OF RULE VIOLATION in accordance with section 723.061, will be forwarded. It is expected that all Residents will correct the violation in a timely manner, in accordance with section 723.061. Constant violation could lead to possible eviction proceedings in accordance with section 723.061. Please note that your total adherence is absolutely essential to provide you and your neighbor a peaceful surrounding.

## **3. OCCUPANCY**

A. Any person applying for admittance as a Resident of the Community must fill out an application for residency and be interviewed by Community Management. All prospective residents must be approved by Community Management and must sign a lease agreement prior to taking possession of a manufactured home currently in the Community or moving a manufactured home into the Community. Management has the right to reject a prospective Resident for any reason not prohibited by law. Approval of a purchaser of a home within the Community may not be unreasonably withheld. 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. No one other than those executing the lease agreement shall be allowed to own or to reside upon the lot set forth in the lease agreement without prior written consent from the Community Manager. The

purchase of a resident's home by those who have not executed the lease agreement or obtained written consent from Community Management shall not constitute permission or right for the purchaser(s) to reside within the Community. An Application for Residency and background check must be completed and approved, a Prospectus delivered, and a copy of the Rules and Regulations, and a Rental Agreement signed, prior to: (i) arrival of Resident's manufactured home in the Community; or (ii) the occupancy of home when the home is already in the Community. The Community Manager reserves the right to refuse to accept further rent and terminate the Rental Agreement of anyone who, after proper notices pursuant to Chapter 723.061, Florida Statutes, fails to comply with these Rules and Regulations.

B. Approval by non-discriminatory qualifications will be considered by using the policies governed by the Manufactured Housing Institute, in that all applicants are required to have two years of verifiable Landlord or Mortgage references. – All Applicants are required to have a checking account in US Funds. – All Applicants are required to have a state or government-issued form of identification. – All applicants are required to have verifiable income, which equals at least three times their monthly housing costs. (Monthly housing costs include house payment, lot rental amount, and utilities.) – All Applicants are required to provide proof of ownership for their home(s) and motor vehicle(s). Once approved, all Applicants will be required to submit a copy of the title transfer application on the home, indicating the title has been transferred to the new owner's name, and will be required to sign a lot rental agreement (lease).

C. This Community is intended, operated and maintained for the occupancy, use and benefit of persons 55 years of age or older. As such, this Community adheres to and enforces the requirements of the "Housing for Older Persons Act" of 1995. Consequently, at least 82% of the occupied homes must be occupied by at least one person who is 55 years of age or older as of the date of occupancy and any other occupant must be 40 years of age or older (except spouses and permanent full-time care givers whose presence is required by a licensed physician). In the event the oldest occupant of a manufactured home dies or vacates the manufactured home, the remaining occupant(s) may continue as a resident(s) of the Community and an occupant of the manufactured home as long as at least 82% of the occupied homes in the Community, including those occupied by the remaining resident(s), are occupied by at least one person 55 years of age or older. 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 40, as long as at least 82% 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 Community.

D. Qualifications for Purchaser, Transferee or Tenant:

(1) The proposed new resident must comply with these Rules & Regulations and addenda hereto approved by the Florida Department of Business and Professional Regulation.

(2) The proposed new home shall meet the present standards applicable for new occupancy as set forth in these Rules and Regulations.

(3) Prospective purchasers must make all necessary changes to home and home site, regarding standards of quality, upon move in. An approved purchaser of a mobile home has the right to assume the rental agreement of the Seller for the balance of the lease term in effect at the time of the sale.

(4) The proposed applicant shall have a credit rating acceptable to Community Management.

(5) Applicant or Applicant & Spouse must meet income requirements established in the exclusive discretion of Community Management.

(6) Applicant must have a Rental/Mortgage acceptable to Community Management in its sole discretion.

(7) Applicant must pass the Criminal background check.

E. ALL GUESTS ARE REQUIRED TO REGISTER IN THE COMMUNITY OFFICE.

F. No visitor/guest can become a resident without prior written approval of Community Management.

G. Upon request of Community Management, existing residents shall produce documentation, as referenced above, for purposes of age verification. On January 1<sup>st</sup> of each even numbered year, Community Management shall verify the ages of all Community residents and as part of that effort may request that all existing residents shall be required to provide to Community Management in writing the names and ages of all current residents and occupants.

H. Failure to provide documentation verifying the ages of all residents of the home shall constitute a violation of these rules and regulations, and Home Owner and/or the home may be subject to eviction pursuant to section 723.061, Florida Statutes.

I. Children are not permitted to play in the streets or in the yards of other residents, or to pass through other residents' yards, and the residents with whom the children are visiting or the guardians of said children shall be held responsible for the actions of children who violate these rules and regulations. Violations by children of the rules and regulations are considered to be violations by the responsible residents or guardians. Visiting children are the responsibility of the residents with whom they are visiting and/or the children's guardian(s), and those residents and/or guardians will be held responsible for damages caused by the children for whom they are responsible. Children shall not be permitted to play in vacant lots or lots leased to other residents. Children must be off the streets by dark unless accompanied by at least one of their parents or by their guardian. Children are not to climb the trees in the Community. Ball playing is not allowed in the Community streets.

J. The lot may not be occupied by more than two (2) persons per bedroom.

K. Heirs and/or beneficiaries of a deceased mobile home owner are not considered purchasers for the purposes of assuming the remainder of deceased mobilehome owner's tenancy. All heirs and/or beneficiaries must be approved by the Community prior to said heirs and/or beneficiaries taking occupancy of the subject mobile home.

#### **4. IN GENERAL**

A. Visitors/Guests must register in the Community office. No visitor/guest may remain in the Community in excess of 15 consecutive days or 30 total days per year, unless such visitor/guest has the written permission of Community Owner. Home Owner shall be in residence at all times during the stay of a visitor/guest, unless given written permission by the Community Management. Home owners are to make sure that all guests, family members or invitees are aware of and abide by the Community Rules and Regulations.

B. Community Management has the right to approve or reject a mobile home if its size and appearance do not meet Community standards.

C. Mobile homes must be placed on each lot in a uniform manner. Upon arrival of the mobile home the Community Management will instruct the driver as to proper position for placement of coach.

D. All mobile homes must be attractively maintained by the resident and comply with all applicable laws, ordinances and regulations of the Community. Skirting must be installed within thirty (30) days after move-in prior to acceptance into the Community; arrangements must be made for proper skirting and anchoring and verified by management. Skirting must be brick and approved by Community Management. After [effective date of these rule amendments] all new homes moved into the Community must have brick steps. All new homes or used homes that are moved into the Community shall be anchored in accordance with the code of the state, city and/or county. Hitches must be removed.

E. No additions or changes to existing structures such as awnings, porches or carports may be made without prior approval of management. NO FENCES are permitted. In the event the home owner wants to enlarge the patio, driveway, or walkway, etc., the home owner must submit any plans in writing to the manager, and plans must be approved in writing by the manager. Work done without prior approval is subject to be removed or changed back at the

home owner's expense. The home owner may not do any such work without permit by applicable governmental authority. All such work is done at the expense of the home owner.

F. Window type air conditioning or heating units are prohibited. Units are allowed for enclosed screen rooms, with written permission from management. If installed, bushes and shrubbery must be planted so that the unit is not visible from the street or other mobile home lots. The planting of the shrubbery, (as to type and location) is subject to prior written approval of management.

G. Painting of mobile homes, sheds, driveways or carports (including door, trim and shutters) must be approved by management as to the color scheme prior to commencing the painting. Skirting shall not be painted.

H. Mobile homes, sheds, lots and landscaping shall be attractively maintained by resident. Dents, scratches, broken windows, torn screens, etc. shall be repaired by residents. The mobile home and any other structure on the lot shall be kept clear and washed as needed. Alternatively, if the mobile home owner does not repair such items, in time frame indicated on the notice given, then the Community Owner will repair/clean at the home owner's expense plus an additional fee of \$50.00 will be accessed.

I. Each resident shall be responsible for the upkeep, repair and maintenance of the driveway located on the lot.

J. Each Resident is responsible for keeping his respective trees, plants, and flower boxes trimmed and attractively maintained. Home sites are to be kept free of dead limbs and weeds and shall not be permitted to become overgrown. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive prior written approval from Community Management prior to planting. Management reserves the right to reject certain species of trees or shrubs as unsuitable for planting on a home site and may suggest implementation of a specific landscape design. Nonetheless, plants and shrubs planted by Home Owner may be removed when vacating the lot with Manager's prior written approval. Sod must be replaced by Home Owner where planting is removed. Existing trees or shrubs must not be damaged or removed by Home Owner without prior written permission of the Community Management. Home Owner is responsible for trimming and maintenance and/or removal of all trees and shrubs located on the mobile home lot. Tree maintenance which is to be performed at resident's expense includes tree or limb removal, limb trimming, fertilizing, root trimming or removal, leaf raking and removal, and damage or disease repair or treatment. Alternatively, if any Home Owner fails to properly maintain his and/or her yard and landscaping, including the mowing of the lawn and trimming of trees and shrubs, the Community Owner will mow the lot and the costs shall be charged to the home owner for that service as set forth in the prospectus. In addition, in the event the Community Owner has to trim and/or remove shrubs or trees the costs will be charged to the Home Owner.

K. Residents who are going to be absent from the Community for more than thirty (30) days must notify the office as to what arrangements have been made for the necessary grounds care as well as any security arrangements. Community Management reserves the right to do the necessary work so that the lot will meet the standards of the Community during Resident's absence from the Community. The costs will be charged to Resident as set forth in the prospectus. Residents are required to furnish Management with a current address and telephone number, as well as the name and telephone number of the person responsible for the maintenance of their home and space during their absence.

L. Limited outside storage for boats and/or travel trailers is available from the Community owner for a fee. This is not an item included in the lot rental amount and is available on a "first-come, first-served" basis. Community Owner is not responsible for the safety of any property placed in that storage facility and does not warrant the safety of that property. The property is placed in that storage facility at your own risk.

M. Each mobile home lot must be kept clean and tidy, free of debris. No storage of furniture, appliances, bottles, equipment or other items are allowed on patio, or under or around the mobile home. Only lawn, patio furniture (made for outdoors) and grills are permitted on outside of mobile home but not in the lawn/yard. No freestanding storage unit, cabinets, containers, or shelving, of any kind, are to be on the exterior of the home or shed. Not more than ten (10) decorative ornamental items tastefully displayed as determined on the sole discretion of Community Management on a

home owners lot and no more than fifteen (15) pots or potted plants. No items are to be placed in the sodded areas that are to be mowed (i.e., ornaments, posts, fencing, birdfeeders, pots, etc.), except management-approved landscaping.

N. The lot numbers of all standard lots must be located on their home only and only one set of numbers per home. They are not to be placed in the yard or any other area on the lot. Corner lots that have two sides of their home facing two different streets, may place their lot number on each side of the home facing each street.

O. Trash cans must be stored on the carport, in the rear of the home or in the shed. No dumping allowed within the Community. Lawn trash is to be placed on the lawn of the resident who created the lawn debris.

P. In accordance with section 723.025, Florida Statutes, the Community Owner may enter a Home Owner's mobile home lot and/or mobile home to prevent imminent danger to an occupant of the mobile home or to the mobile home itself. Additionally, at all reasonable times, the Community Owner may enter onto the mobile home lot for purposes of repair and replacement of utilities, protection of the mobile home Community, and the posting of notices pursuant to Chapter 723, Florida Statutes.

Q. Attached utility buildings/ sheds are required. Building and location must be approved by Community Management. Any changes to the size or location of a utility building/shed must be approved by Community Management. A drawing of the building, size, details and location must be filed in office prior to placement or change. Additionally, proper permits from county or city authorities must be obtained by resident.

R. No bottled gas may be stored or used within the property, except for gas barbeque grills.

S. Each mobile home owner is responsible for the maintenance and repair of all utilities from the points of hookup to the Community's service and/or the city hook-ups (including the sewer pipes, water lines, electric meter pedestal, phone lines and cable lines) to the mobile home.

T. Clothes lines are permitted with the written approval of Community Management. Only the umbrella type of clothes lines is allowed. They must be closed overnight. Hanging clothes outside shall not be allowed on Sundays and holidays, nor are clothes to be hung out overnight.

U. No soliciting, peddling or commercial enterprises will be allowed in the Community without prior written approval of Community Management. Yard sales are allowed with approval from Community Management.

V. There is to be no littering on the streets or in the yards.

W. No vehicles are to park on the grass, median islands, streets (overnight), sidewalks or lot lawn. No vehicles are to drive on grass, median island, sidewalks, lot lawns or common ground lawns.

X. No washers, dryers or refrigerators or free standing storage containers are allowed on the carport or porch, unless the carport or porch is a covered screened room.

Y. State Health and Fire Department rules must be followed and it is the responsibility of each resident to acquaint themselves and to comply with these rules and regulations. Additionally, all State and County laws, zoning and building regulations, and other ordinances must be complied with.

## **5. PAYMENT OF RENT/LATE CHARGE**

A. Lot rental amount ("rent"), including pass on and/or pass through charges and assessments, is to 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 day of the month. The obligation to pay the monthly lot rental amount shall continue regardless of any loss or damage to the tenant's mobile home. There shall be no abatement of lot rental amount for any reason other than removal of the mobile home and termination of the rental agreement. A Late Charge will be charged to any Resident whose rent is not received by Management (including

mailed-in payments) on or before the fifth day of the month. A per day charge will be imposed for each day the rent is past due as outlined in the Prospectus. If Resident chooses to pay their rent with a personal check, a charge will be assessed against any check that is not honored for any reason. Payment will only be accepted with your personal check, money order, cashiers, certified check or cash. However, in the event a check is returned not paid for any reason or proceedings are instituted to enforce Management's rights, only certified funds, a money order or cash will be accepted for payment. Lot rental amounts are payable only in UNITED STATES FUNDS. Resident's Lot Number must appear on the check, money order, or cashiers check. In the event that the Resident fails to pay rent or other charges on or before the fifth day of the month, Management will issue a Delinquent Notice requiring Resident to either pay all monies due or remove their home from the Community. In the event that Management chooses to initiate legal proceedings for eviction, the prevailing party shall be entitled to a reasonable attorney fee in addition to court costs. Resident will have the option to prepay rent only when that option is offered to the Residents.

B. No refund or prorating will be made for partial month occupancy.

C. Prospective buyers must be interviewed by Community Management, and approved for residency. Every possible effort will be made to cooperate in the sale of your home.

## **6. SUBLEASING AND RENTING.**

A. No mobile home may be sub-leased except to persons approved by Community Management in accordance with the Community's screening procedures in effect from time to time. Any subleasing by park home owners must be for a minimum period of 3 months. This period will be strictly enforced. Home owners are also prohibited from advertising in any media, including web-based media, offers to sublease or rent their home for periods of less than 3 months. "Sublease" includes any arrangement by which the lessee or home owner is to receive any economic contribution from any other occupant of the mobile home. Community Owner may lease any home owned by Community Owner.

B. All prospective sublessees must submit a completed application for residency along with a completed criminal background check form no less than 30 days prior to the intended start of the sublease. The criminal background check must be approved prior to arrival of the prospective Home Owner(s) in the Community. Community Management has the right to reject a prospective sublessee for any reason not prohibited by law. Management will not approve a prospective sublessee who provides false or misleading statements, whether oral or written, in any statement or document offered in support of a request for approval as a sublessee. No one other than those specifically approved as sublessees shall be allowed to occupy a home in the Community. Written approval of Community Management is required as to any change in the name or number of sublessees in the home.

C. At the time of application for initial occupancy or upon request of Community Management, a prospective resident shall, for purposes of age verification, produce for inspection and copying one of the following: driver's license; birth certificate, passport; immigration card; military identification; or other valid local, state, national or international document of comparable reliability containing the prospective resident's birth date; or a certification in a lease, rental agreement, application, affidavit or other document signed by any member of the prospective resident's family age 18 or over, asserting that at least one person in the home is 55 years of age or older. Note that for purposes of this rule the reference to persons "18 or over" applies only to the minimum age of a person who may sign the requisite affidavit and does not affect or apply to the minimum age for all Community residents disclosed in these rules and regulations.

D. "Sublease" or "subleasing" is defined as the occupancy of a mobile home by anyone other than the approved occupants while the approved occupants are not present or by guests whose stay exceeds that set forth in these Rules and Regulations and includes any arrangement by which a lessee or home owner is to receive any economic contribution from any other occupant of the mobile home.

E. No portion of the lot or home may be subleased, rented or leased without prior written consent of Community Management. Subleasing by a resident other than a home owner shall not be allowed under any circumstances.



F. Notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels Community Owner to do so, and Community Owner in its sole discretion may refuse to allow subleasing at any time. Community Management may lease any home it owns or leases within the Community.

G. Any subleasing without Community Management's consent shall be void, and shall constitute a violation by Home Owner of his/her lot rental agreement. If the home is subleased without prior written authorization of Community Management, no such subleasing, occupancy or collection of rents shall be deemed a waiver of this rule, or of the acceptance of the subtenant or occupant as a tenant, or as a release of Home Owner from further performance by Home Owner of the provisions of his/her lot rental agreement.

H. Any consent by Community Owner to a subleasing shall not relieve Home Owner from obtaining written consent from Community Owner for any further subleasing.

I. **MULTIPLE MOBILE OWNERSHIP.** No home owner shall be allowed to remain in the Community in a home which is in compliance with these rules while another home owned or site leased by the same home owner is not maintained in full compliance with the Community's rules and regulations. All mobile homes owned by the same home owner(s) including any corporation, partnership, LLC or other legal entity, and the homesites occupied by those homes must be kept in complete compliance with these rules and regulations at all times. Failure to do so may result in the simultaneous eviction of the home owner(s) and of all homes owned by the home owner(s), or the denial of the right to sublease any home owned by home owner. Nor will a resident be approved to own multiple homes within the community, if they have broken any of the rules and regulations or caused problems with in the community.

## **7. SALE OF MOBILE HOME.**

A. A home owner has the right to sell his home in the Community and the prospective purchaser may become a resident of the Community. However, the prospective purchaser must qualify pursuant to the requirements of these rules and regulations, complete the requisite application, and be approved by Community Management prior to taking possession of the lot. Thus, any prospective home owner must qualify for and obtain prior written approval of Community Management to become a resident of the Community.

B. **Notice to Community Owner.** A Resident intending to make a bona fide sale of his home or any interest in it shall give to Community Owner notice of such intention, together with the name and address of the proposed purchaser, such other information concerning the proposed purchaser as Community Owner may require, and an executed copy of the proposed contract to sell. Home Owner may redact all financial information and social security numbers contained in the copy of the final executed sales contract before submission to Community Owner. It is Resident's responsibility to inform a purchaser that he must apply and receive acceptance as a resident from Community Management prior to moving into the home. Resident shall direct the prospective buyer 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, and shall advise the prospective buyer that the terms of this agreement are not transferable beyond the end of the lease term in effect at the time of sale of the home. Within seven (7) days of transfer of title, change in financing, or purchase of Resident'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 the Resident. This rule does not in any way diminish or affect the obligation of every purchaser of a mobile home who intends to keep the home in the Community to obtain written approval by Community Management prior to the sale/purchase of the home and prior to change in occupancy of the home. If the purchaser occupies the home before approval is granted, the purchaser shall have seven days from the date that notice of the failure to be approved for tenancy is delivered to vacate the premises.

C. No "For Sale" signs are allowed to be posted in the yard, lot, on trees or anywhere in the Community. For sale signs may be placed in the window of the mobile home, and shall not be larger than 18" x 18." Hand written signs are not permitted. Residents desiring to sell their home are permitted to display only one "For Sale" sign. If there is no window available for the sign, with prior written permission by Community Management you may display one sign no larger than 18" x 18" in the flower box against the home. The display of information on the sign regarding any

commercial enterprise 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. A "No Trespassing" sign may not be displayed anywhere in or on the home so as to be visible from the street or from another home, or in the yard. Because of safety and security considerations, any home offered for sale must be registered with the Community Office before a sign is displayed.

D. Application Form. Community Owner is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser, or as relates to the proposed Home Owner, as may reasonably be required by Community Owner in order to enable Community Owner to responsibly investigate the intended purchaser, or proposed Home Owner within the time limits extended to Community Owner for that purpose as hereinafter set forth. The application shall be completed and submitted to Community Owner along with and as an integral part of the notice. An application fee as disclosed in the prospectus shall be charged to the Resident transferring his mobile home or lot, which fee shall accompany the application form.

E. Failure to Obtain Approval of Community Owner. Any person who purchases a mobile home situated in the Community but does not, prior to occupancy of the home, qualify as, and obtain consent of Community Owner to become a resident of the Community, shall be subject to eviction pursuant to Section 723.061(1)(e), Florida Statutes.

F. Disapproval by Community Owner. Community Owner may disapprove the prospective occupant if the prospective occupant does not qualify to be a Resident. Such disapproval shall be grounds to deny such purchaser the opportunity to assume the Resident's lease and shall be grounds for eviction in the event such proposed occupant has taken possession of the respective lot. In the event of disapproval, Community Owner may pursue all remedies available at law or in equity.

G. Resident may sell his or her own home or use a third party to assist them in the sale. However, if Resident elects to use a third party to sell the home, the third party agent or company must be licensed in accordance with Section 320.77, Florida Statutes, and any other law governing mobile home dealers or brokers. The company or agent selected to handle the transaction must present proper credentials and licensing to Community Management prior to the signing of any listing agreement.

## **8. RULES CONCERNING CONDUCT OF RESIDENTS AND GUESTS**

A. Any advertising or publicity using the Community address must have prior written approval from Community Management.

B. No loud parties, excessive volume of radios, televisions or musical instrument's are allowed. The hours between 9:00 p.m. and 7:00 a.m. will be considered quiet hours and residents will be required to maintain reasonable levels of sound during those hours.

C. Intoxication, disorderly conduct, profane language, boisterous parties, loud singing and talking will not be tolerated. All persons causing a disturbance or being a nuisance are subject to eviction pursuant to section 723.061, Florida Statutes. Trespassing through another mobile home lot or property is prohibited.

D. Temporary visitors are permitted as guests. Community Management reserves the right to restrict the number of visitors at any one time. Parking for the guests is to be provided by the resident. If the resident needs additional parking then the resident is to see Community Management for a parking permit and to make parking arrangements. It is not required that the Community provide you extra parking.

E. It is each resident's responsibility to ensure that any guests and invitees abide by all Community rules and regulations and the provisions of Florida law.

F. Resident Behavior. Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, guests, occupants, or invitees, or directed at management, its agents, its employees, or vendors. If after evaluation by management it is determined that the resident has engaged in abusive or harassing behavior, either verbal or physical, or has engaged in any form of intimidation or

aggression directed at other residents, guests, occupants, or invitees, or directed at management, its agents, its employees, or vendors, as determined by the discretion of the management, then the resident shall be found to have endangered the peaceful enjoyment of the Community by its residents, or to have unreasonably disturbed other residents of the Community, or to have committed a breach of the peace. Pursuant to section 723.061(1)(c), Florida Statutes, based on the specific facts of each violation the resident shall receive either: (1) a 7 day notice of violation in conjunction with which resident's rental agreement shall thereafter be terminated and resident must vacate the premises within 7 days after the notice to vacate is delivered; or (2) a 7 day notice of right to cure. If Lessee does not comply by the designated date, then a second notice of violation with supporting documentation may be given. If compliance is not obtained by the deadline set forth in the second notice, then a 30-day termination of tenancy notice shall be issued and Lessee will have 30 days to vacate the Community. Based on such a determination that resident has engaged in abusive or harassing behavior, management may evict resident subject to section 723.061, Florida Statutes. Management may terminate this Lot Rental Agreement and evict Resident upon the resident's failure to comply with this Lot Rental Agreement or with the Rules and Regulations, subject to the provisions of section 723.061, Florida Statutes.

## 9. COMMUNITY STANDARDS FOR HOMES AND HOMES SITES

A. All mobile homes must be kept in good repair, including utility buildings. **Residents must immediately repair any water leaks in or from pipes or fixtures in, on or under the mobile home or lot.** Broken windows, peeling paint, dull exterior of a mobile home, or dirt, grime or mildew visible from a Community roadway or an adjacent lot must be corrected. The exterior surfaces of the mobile home including the eaves and trim shall be kept free of mildew or discoloration. Mobile homes must be washed at least annually. Peeling, fading, or damaged exterior surfaces must be restored to the condition of a well maintained home in the Community. Changes from the original material and color of a screened area must be approved by the Community Manager prior to installation. All exterior materials used in upgrading must be approved in writing by the Community Manager prior to their use on the home. The materials used must be consistent with the types of materials used on well maintained homes in the community. Upon failure of Resident to take appropriate corrective action after receipt of notice, Community Management may, but has no obligation to have the necessary work performed, and shall have the right to charge the Resident the actual cost and expense incurred for materials, equipment and labor. This amount shall be collectable in the same manner as lot rental amount.

B. Obsolescence: As the appearance of the mobile 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 mobile home shall be modified so as to be brought to the state of cleanliness and repair of a well-maintained home. Homes must be maintained in a condition comparable to other well-maintained homes in the Community. Repairs and maintenance may be required to repair or replace damaged, dilapidated or discolored components of the home visible from the street or from an adjacent home including resurfacing, re-siding, re-roofing, lap-siding or similar modifications.

C. Any mobile home which does not have skirting maintained in a neat and proper condition, in the opinion of Community Management, must have the skirting replaced with the approved skirting as set out above. If the present skirting is destroyed by windstorm, by an act of God, or by any other means, replacement skirting must be of the approved type.

D. Should Home Owner's mobile home be destroyed by fire, windstorm, an act of God, or any other means, Home Owner must remove the salvage from the lot within thirty (30) days from date of such event or from date of mailing of written notice from Community Owner to Home Owner to remove same, whichever is earlier.

E. A "No Trespassing" sign may not be displayed anywhere in or on the home so as to be visible from the street or from another home, or in the yard.

F. Residents may display one portable, removable, cloth or plastic United States flag, no smaller than 2 ½ feet by 4 feet and no larger than 3 feet by 5 feet, in a respectful manner attached to their home using a side mount flag pole bracket. On Armed Forces Day, Memorial Day, flag Day, Independence Day, and Veterans Day, residents may display in a respectful way a portable, removable official flags of the same dimensions as above, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, in place of the American flag. No other flags may be

displayed on the home or in the yard. Such as but not limited to: garden flags, pleated flags or pencil American flags, etc.

G. Other than one "For Sale" sign as discussed in Rule 5.C. above, 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. A "No Trespassing" sign may not be displayed anywhere in or on the home so as to be visible from the street or from another home, or in the yard.

H. All banners of any shape or size are prohibited.

I. No more than one generator is to be used per household during a power outage.

J. Outdoor fire pits or fire pit tables, wood or propane heaters, and similar devices are prohibited due to the close proximity of the homes in the community.

K. Homes, including add-ons such as carports, screen rooms, and exterior utility rooms, damaged by hurricanes, or by any other cause, which are to remain in the Community must be repaired or rebuilt to Community standards as set forth in these Rules and Regulations.

L. Residents are responsible for storm preparation, by removing from their lot or otherwise securing any object that may cause damage by falling or blowing during a storm.

**10. LOT CARE.** It shall be the responsibility of Home Owner to ensure that his mobile home and lot are properly maintained. In general, and except as expressly provided to the contrary in the prospectus or these rules and regulations, each Home Owner is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon, including drainage of the home site to the Community's storm drainage system; maintenance of landscaping, including tree trimming and removal, edging and any other landscaping on the home site; trimming of the lawn and driveway area; maintenance of the irrigation system, if any; home site subsidence which may cause foundation modification and fill requirements for the home or home site; and any other events which may cause Home Owner to incur expense to maintain or repair those items within the boundaries of the home site. Trees, while still the responsibility of Home Owner, may not be trimmed or removed without having first obtained all required permit(s) and having obtained the prior written consent of the Community Manager.

A. All Home Owners must maintain their mobile home, yard, and all applicable buildings in compliance with all city, county and State of Florida housing and health codes. Each Home Owner shall be responsible for the maintenance and cleanliness of his lot. Bottles, cans, boxes, equipment, or debris of any matter shall not be stored outside or beneath the mobile home, or in a screened enclosure or patio. Only furniture designed for outside use will be permitted to be used outside the home.

B. It shall be the responsibility of each Resident to keep the lawn mowed, edged, trimmed, and watered. **Sprinklers or hoses may not be left unattended.** Excessive watering which causes draining into streets, carports, adjacent homesites or under homes is not permitted. Automatic lawn sprinkler systems must be approved prior to installation and must be constructed in accordance with applicable state regulations after appropriate permits are obtained. The watering of lawns may be restricted to designated days and times of day and by other methods to preserve this precious resource for us. Home Owner must mow, trim and edge along walkways, driveways and streets before they become unsightly. Generally, this means mowing when lawn reaches approximately three inches (3") in height. The object is to keep Home Owner's lawns and the Community looking neat. During the summer months, which is Florida's rainy season, lawns normally need to be mowed about every seven (7) days. Sod destroyed or damaged by neglect, lack of water, vehicular traffic or by any other means or for any other reason, must be repaired or replaced at Resident's expense. If, in the opinion of Management, all or part of Home Owner's lawn needs to be re-sodded, Home Owner will receive written notice from Management to complete this repair within forty-five (45) days at Home Owner's expense. Each Resident is responsible for his respective plants and lawns. They are to be kept free of weeds and should not be permitted to become overgrown. At its option, Community Management may notify resident of his failure to comply with this provision. Upon failure of resident to take appropriate corrective action within seven (7) days after receipt of

notice, Community Management may, but has no obligation to, have the necessary work performed, and shall have the right to charge Resident the actual cost and expense incurred for materials, labor and equipment.

C. Sod destroyed or damaged by neglect, lack of water, vehicular traffic or by any other means or for any other reason, must be repaired or replaced at Resident's expense. If, in the opinion of Management, all or part of Home Owner's lawn needs to be re-sodded, Home Owner will receive written notice from Management to complete this repair within forty-five (45) days at Home Owner's expense. The replacement sod is to be St. Augustine sod. Each Resident is responsible for his respective plants and lawns. They are to be kept free of weeds and should not be permitted to become overgrown. At its option, Community Management may notify resident of his failure to comply with this provision. Upon failure of resident to take appropriate corrective action within seven (7) days after receipt of notice, Community Management may, but has no obligation to, have the necessary work performed, and shall have the right to charge Resident the actual cost and expense incurred for materials, labor and equipment.

D. Each Resident is responsible for keeping his respective trees, plants, and flower boxes trimmed and attractively maintained. Lots are to be kept free of dead limbs and weeds and shall not be permitted to become overgrown. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive written approval from Community Management prior to planting. All trees, shrubs and plants on the lot are the property of the Community and are not to be moved by Home Owner or by other Residents. Nonetheless, plants and shrubs planted by Home Owner may be removed when vacating the lot with Management's approval. Sod must be replaced by Home Owner where planting is removed. Existing trees or shrubs must not be damaged or removed by Home Owner without prior written permission of the Community Manager. Home Owner is responsible for any trimming and maintenance and/or removal of any tree and/or shrub located on the mobile home lot. For purposes of this rule, any tree the trunk of which is entirely within the boundary of Home Owner's lot is considered to be "on the mobile home lot." Any tree the trunk of which is on a boundary line of Home Owner's lot is the shared responsibility of the adjacent Home Owner (if the trunk is located on a shared boundary line between two mobile home lots) or of Community Owner (if the trunk is on a boundary line separating Home Owner's lot from a common area of the Community or from an unoccupied lot). Trees that are the property of the Community (those the trunk of which is located entirely within a common area of the Community) may be trimmed or removed by consent of Community Management with costs shared equally by Home Owner and Community Owner. Dead trees, or trees and shrubs located on the mobile home lot and damaged by high winds, or any other act of God, must be removed by Home Owner, at Home Owner's expense, within seven (7) days of occurrence of death or damage of the affected tree or shrub. Trees and shrubs must be kept well groomed at all times. Home Owner must cure any default under this paragraph within two (2) weeks of written notice as provided herein.

E. No "citrus tree" (defined as a tree or bush bearing citrus fruit) shall be permitted to be contained in the Community, based upon the historical, current and ongoing difficulties in the state of Florida with citrus canker and the fact that the only method for eradicating citrus canker is to wholly eradicate all citrus species in a community. This applies to citrus trees planted in the ground or planted in a pot or other decorative feature.

F. RAIN WATER COLLECTION: Resident's are permitted to maintain one devices designed for water collection on their lot, provided that any such collection devices shall be directly connected to a rear downspout to enable rainwater to be collected in the devices. The device shall be covered and enclosed at all times so as to ensure that standing waters cannot be a source for breeding of mosquitos and other insects, and shall only be utilized by the resident to irrigate and water landscaping and plants located on the resident's lot. The device must be approved by Management, as to make sure that it meets community aesthetics standards.

## **11. PETS**

A. Certain breeds of dog shall not be allowed, under any circumstance, including but not limited to Pit bulls, Chows, Wolf Hybrids, German Sheperds, Rottweilers, Bull dogs, Boxers, Doberman Pinschers, Staffordshire Terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas or any dog bred or trained for hunting or as attack dog. Mixed breeds that include the above breeds may not be allowed. Aggressive breed dogs and dogs which demonstrate threatening or harmful behavior directed toward another individual, including dog on dog aggression, aggression toward people, and aggression toward other animals, are not allowed in the Community. The Community shall have final

determination of the acceptability of any pet under this rule. Exempted from this rule are dogs, such as Seeing Eye dogs, trained and certified to assist disabled or impaired residents and/or approved occupants and that have provided proper documentation to the office.

B. Cats are defined as those considered domesticated, and do not include cats commonly known or thought of as wild or non-domestic. Such non-domestic or wild cats include but are not limited to Mountain lion, Lynx, Cougars, Lions, Tigers, Panthers or Leopards.

C. No resident will be allowed to have or keep pets temporarily belonging to another person, whether or not said other persons is a guest, invitee or visitor staying in the mobile home unless proper license and vaccination records are provided and the Community management has approved the animal.

D. The Community shall be shown the actual pet before approval will be given for the pet to be kept in the Community.

E. These Pet Rules shall be applicable to all residents and prospective residents, including sub lessees with pets, **except that no previously approved pets shall be required to be removed from the Community because of the size breed limitation imposed by these rules.**

F. (I) Resident shall be required to formally apply to the Community for permission to bring a pet into the Community before the pet is allowed to be brought into the Community. **There will be no exception to this requirement.**

(II) If a resident brings a pet into the Community without the prior written permission of the Community, that resident shall not be given permission for that pet to be allowed to remain in the Community.

(III) Completion of the written pet application form by the resident shall be required before approval will be considered. All information required on the application shall be given with complete detail as requested. 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, 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 or biting. Said application shall be signed and dated by the resident. Any false or incomplete information on the application will be deemed absolute grounds for rejection of the pet, and a violation of Community Rules and Regulations if the pet is not immediately removed.

G. When a written application is submitted, the resident shall bring to the Community proof that said pet has a valid and current pet license, and has received all of the required vaccinations and inoculations that are due. Resident shall be required to provide to the Community annual proof of a current pet license and vaccinations and/or inoculations as are required. This documentation shall be copied and presented to the Community within fifteen (15) days of the renewal date of any pet license and/or vaccination and inoculation requirement.

H. No pet with a history of biting, attacking, clawing or barking shall be allowed or approved. Any resident who has been previously sued because of damages caused by any pet for which approval is being requested shall be denied permission for such pet to be brought into the Community.

I. Any resident who has been otherwise approved to have a pet reside in their mobile home must have a resident's insurance policy for liability coverage to persons and/or property for damages that could possibly result from the conduct and behavior of the pet, and must list the Community as a co-insured. Resident also agrees by a pet being approved to indemnify the Community, its owners and management, for any and all liability claims whatsoever involving the actions of the pet, including but not limited to damages, medical expenses, assessed attorney's fees and court costs, and incurred attorneys fees and court costs expended by the Community to defend against said claims.

J. An approved pet shall not be allowed to roam loose or unattended in the Community, or be tied up outside the mobile home or any other place in the Community at anytime. Pets are not allowed in any common area recreational facilities, buildings or sidewalks around the clubhouse, including the Community office, except for the

purposes of the initial inspection of the pet at the time that an application is filed. Exempted from this Rule shall be animals, such as Seeing Eye dogs, to assist handicapped and/or impaired persons.

K. A resident shall be allowed to walk an approved pet within the streets of the Community only if the pet is on a leash the pet is controlled by the owner. Residents are to keep their pets out of the yard of any other resident. Resident shall be responsible for cleaning up and disposing of all pet droppings and waste.

L. Resident shall not permit or allow an approved pet to bark (for a maximum of five consecutive minutes), wail or emit any noise or sounds to such an extent that the surrounding residents have their peace and quiet disturbed.

M. If Community Management receives written complaints from two (2) or more occupants of separate mobile homes within any thirty (30) consecutive day period concerning the conduct of the approved pet, Resident shall be furnished with a written notice of violation of any of the Rules. If, within thirty (30) days of a written notice, the Community receives an additional complaint or complaints regarding the same pet, or, if the Community receives written complaints from (3) or more occupants of separate mobile homes concerning the conduct of the pet, the approval of the pet shall be revoked, and Resident having the pet shall have (30) days thereafter to remove the pet from the Community.

N. 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, but is not obligated to, first attempt to return the animal to its home.

O. Any dogs to aid and assist sight or hearing impaired, or other disabled residents, or approved occupants, shall not be prohibited by the Community from residing with Resident or approved occupant. However, Resident or approved occupant, must make application and register said dog, and show annual proof of licensing and required vaccinations and inoculations similar to all other approved pets as set forth in these Rules. In, addition, all other Rules regarding pets as set forth herein are applicable to dogs to assist disabled and impaired residents and/or approved occupants.

P. In the event any pet kept by a mobile home owner or resident bites, scratches, claws or otherwise attacks any person inside or outside the Community, including but not limited to other mobile home owners, residents, occupants, guests, invitees, Community employees and/or Community Management, at any time whatsoever, the authorization for said pet shall immediately be revoked. In the event that skin is broken the animal may be detained by authorities until proof of vaccination is provided. Thereafter, the pet shall be removed from the Community within seven (7) days from the revocation of pet privileges.

Q. No wild animals are to be fed by Community residents, including but not limited to, feral or stray cats, squirrels, birds, stray dogs, etc.

## **12. FLORIDA STATE LICENSE DECAL**

A. All mobile home owners must maintain current state registration decal on their mobile home. A copy of the current registration must be furnished to Community Management by the mobile home owner on an annual basis.

B. Current state license decal(s) shall be conspicuously displayed on the mobile home at all times. Please place it in the lower left-hand corner of a window which faces the street.

## **13. VEHICLES**

A. The Community speed limit is 15 miles per hour and must be observed at all times. Please caution your guests that the speed limit must be observed for the safety of our residents. Watch out for small children, cyclists, walkers and golf carts. It is everyone's responsibility to drive safely.

B. No vehicle maintenance allowed on mobile home lot or in Community roadways.

C. Motorcycles, mini bikes and motor scooters are permitted provided they have adequate mufflers or silencers. They are to be used as transportation only on designated roads and shall not be operated in a hazardous manner. All such vehicles may only be ridden from Community entrance to home site.

D. All vehicles must have a current license and/or inspection permit and be in running condition. Inoperative vehicles must not be stored within the Community. Any such vehicles maybe removed by Community Management at owner's expense following 48 hours notice.

E. No vehicle storage, campers, boats, recreational vehicles, travel trailers, utility trailers, etc. are allowed on the mobile home lot or on Community streets, unless approved by current Community Management.

F. R.V.'s, travel trailers and boats will be allowed in the street for a total of 24 hours, in a location that is approved by Community Management, before and after the trip.

G. Golf carts are allowed in the community. They are to be treated as a vehicle and only driven on designated road ways. They are not to be driven on the grass, whether on the resident's lot or any of the common areas. They must be parked/stored on a driveway or carport.

H. ELECTRIC MOTOR VEHICLES. Electric motor vehicles (defined as vehicles requiring registration with the Florida Department of Highway Safety and Motor Vehicles) are permitted within the community, provided that any such vehicle shall only be charged while parked within the carport contained within or as part of the home.

#### **14. RECREATIONAL FACILITIES**

A. Community Management reserves the right to control and limit the means of entry to the pool area.

B. No wet bathing suits or bare feet allowed in the clubhouse. Shirts and shoes are required in the clubhouse.

C. No rough housing of any kind in the pool or pool area.

D. No small children are to be left unattended in the pool or pool area.

E. Any child or older person not abiding by the pool rules may be asked to leave the pool area by Community Management.

F. Children who are not toilet trained must wear plastic pants over their diapers or specially designed swim diapers.

G. In the event the pool becomes over crowded, Community Management may limit use of the pool to residents only by the posting of a sign to that effect.

H. Community Management reserves the right to close the pool for maintenance of the pool or pool area. In which case a sign will be posted.

I. All pool regulations must be followed.

J. No bicycles, skates, skateboards or rollerblades are allowed on sidewalks around the clubhouse or sidewalks on other common areas.

K. The clubhouse hours are from 8:00 a.m. to 9:00 p.m., but are subject to change when deemed necessary.



L. Those using the clubhouse are responsible for cleaning it.

M. **IMPROPER USE OF FACILITIES:** The Resident and any guests of the Residents shall be responsible for using the facilities of the Community in a reasonable manner. Destruction, vandalism or otherwise causing damage to any Community facility or amenities may result in the initiation of legal action by Community Management against Resident, including but not limited to, 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. If Resident elects' suspension of privileges, such suspension shall be for a minimum of ninety (90) days. 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 §723.061, Florida Statutes, without the option of suspension of privileges.

## **15. SOCIAL MEDIA COMMUNITY POLICY**

For the protection of all residents in the Community, the Community has established the following rules for users of social media platforms which include or reference the Community's name, Community's address, Community HOA, Community residents, Community management, Community employees, Community agents, or Community activities, practices, policies and rules and regulations. Administrators of any social media platform must immediately remove any Prohibited Content.

Any social media group which references the Community, as indicated above, must be approved by Community Management. For security reasons, Management reserves the right to be a secondary or back up administrator for the group.

### **SOCIAL MEDIA RULES:**

A. **Privacy Settings.** Privacy settings on a page or for a group on social media, particularly Facebook, must be set to private or closed. Non-residents cannot join a group. All posts must be set for preapproval by the administrator(s).

B. Resident administrators must approve or deny posts (within 24 to 48 hours) from other residents, and manage or reply to comments.

C. Social media posts must not be anonymous and must only be from current residents of the community.

D. Negative Posts are to be dealt with based on the Permitted Content and Prohibited Content rules set forth below.

E. Administrators must regularly update membership to include only current residents by removing people who no longer live in the community.

#### **Permitted Content:**

1. Community HOA Election results
2. Community event schedules
3. Community event photos
4. Content to assist community residents with daily activities (such as gardening tips, maintenance tips, etc.)
5. Resident celebrations or special events
6. Communication from Management
7. Personal items for sale or being given away.

## Prohibited Content:

All community residents, including HOA board members on social media, must refrain from posting any content which:

1. Discloses the name of any Community resident in the title of any posted information
2. Is profane, offensive, defamatory, or violent in any way
3. Attacks specific groups or individuals on a personal basis rather than as to issues
4. Contains comments which in the opinion of community management are meant to abuse, harass, threaten, or intimidate other residents, management or person/s (i.e. trolling)
5. Meant to cause division or arguments within the community.
6. Are Spam or Click-baits
  - Link to files that contain viruses
7. Contains any of the following:
  - False or hurtful content or comments
  - Content related to community business (such as vendor negotiations or contracts)
  - Content that fosters, advocates, or perpetuates discrimination based on a person's race, religion, gender, color, national origin, age, sexual orientation, marital status, or disability
  - Any type of discrimination (in the sole discretion of the Community Management)
  - Sexual content or links to sexual content
  - Content that encourages or conducts any activity that is offensive, harmful, or illegal in any way
  - Content related to confidential or proprietary business information
  - Personal information
  - Copyrighted or trademarked content (such as images)
  - Contains Images of children taken without parental consent
  - Community gossip
  - Personal opinions as representing the community's views
  - Rants, Negative or Inflammatory comments
  - Political statements
  - Defamatory or Discriminatory statements

If a resident or resident administrator violates any of these social media rules, the Community reserves the right to do one or all of the following:

- Demand the Administrator immediately delete the post or comment in question without prior notice
- Demand the Administrator remove the offender from the group
- Demand the Administrator remove the social media platform
- Send notice to the Administrator and or Resident that posted the prohibited content of their violation of their Lease and the Community Rules and Regulations

Irresponsible social media use may lead to termination of the resident's tenancy pursuant to section 723.061, Florida Statutes. All residents are advised that pursuant to the Federal Communications Decency Act a person who posts anything defamatory or discriminatory on a social media platform may be found liable for damage or injury resulting from that posting. Therefore, residents should exercise caution as to their online activities.

## 16. DRONES.

The use of drones, by residents and their guests, is prohibited in the Community.

## 17. SECURITY

Community Owner and/or Management does not promise, warrant, or guarantee the safety or security of any resident, occupants or guests or their personal property against the criminal or negligent actions of other residents,

occupants, guests, invitees, contractors or third parties. Crime can and does occur at in any community. Each resident and occupant has the responsibility to protect himself/herself and to maintain appropriate insurance to protect his/her belongings including items within or on the premises and vehicles from criminal acts, negligent acts, fire, windstorm, hurricanes, plumbing leaks, smoke or any acts of God. Residents should contact an insurance agent to arrange appropriate insurance for their vehicle, personal property insurance and liability insurance.

"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, or still shots for safety and security purposes) shall be permitted to be installed on a residents home, provided that the installation complies with the terms and provisions of the rules and regulations as stated below.

A. 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 resident's property, whether intentional or unintentional, but specifically excluding views from the front, rear or side of another lot or home, Or 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.)

B. Management must approve the installation and the location of any security cameras. Cameras are to be placed under the carport and facing inward, as to only record the resident's own carport and entry.

C. The use of such security cameras is not utilized in a fashion to invade or disrupt any owner's reasonable right of privacy.

D. If a camera(s) is installed on the mobile home, a written notice must be displayed in a conspicuous place on the home advising that a video security system has been installed.

E. Camera angle shall be fixed (no pan, tilt, or zoom feature).

F. Monitoring and recording of image(s) shall be done in a responsible, lawful, and ethical manner. Any illegal use of monitoring equipment may result in eviction of the Resident.

G. In no manner shall the community or management be deemed to be a guarantor or protector of an individual's right to privacy.

A resident's failure to comply with the terms and provisions of this section shall constitute a nuisance under this rule and a violation. Upon discovery, the community/management shall deliver written notice of such violation to the offending resident, and the resident shall have 5 days from receipt of such notice to correct such violation. The failure of the resident to correct such violation within such 5 day period shall entitle the community, 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 (including the repair charge per the lease agreement) incurred by the community/management in such regard shall be levied against the resident.

If a resident feels their right to privacy has been violated, they can provide a written claim to community management. Following receipt of the written claim management will perform an inspection and determine if a violation has occurred. In no manner shall the community or management be deemed to be a guarantor or protector of an individual's right to privacy. The foregoing provisions shall in no manner be deemed to limit an owner's private right to damages from the offending party for any violation.

**18. RESIDENT'S PROPERTY AND INSURANCE.** All of the Resident's property, including the home placed upon the premises, shall be the sole responsibility of the Resident; and in no event shall the Community Owner incur any liability for loss of or injury to said goods or property. The Resident hereby acknowledges his responsibility to, and the Community Owner strongly recommends the Resident, secure his own insurance to protect his goods and property, including the mobile home.

**19. EXTERIOR LIGHTING.** All exterior lighting is not to be aimed at or into a neighboring lot or home. Or directed into a common area or street as to cause visual impairment. Light trespass onto the lot of another resident or common area of the community by lighting shall be remedied by redirecting the light fixture or by controlling the light output as determined to be necessary in the exclusive discretion of Community Management.

**20. SMOKING.**

Smoking is prohibited in any common areas of the community (such as but not limited to the clubhouse, fenced pool area and shuffleboard court) except for designated smoking areas as determined by management.

(1) For purposes of this rule "Smoking" and "Electronic Smoking Device" are defined as follows:

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

"Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

**21. SPECIAL EXCEPTIONS**

Community Management reserves the exclusive, unrestricted right to grant special exceptions to these Rules and Regulations 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 and Regulations may be granted by the Community Manager 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.

Residents are responsible for keeping themselves informed of any noticed changes in these Rules and Regulations.

These Rules and Regulations supersede all others.

Dated May 1st, 2025.