

# EXHIBIT “C”

## CITRUS PARK RULES AND REGULATIONS (Rules Revisions Effective May 1, 2013)

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### 1. GENERAL INFORMATION

WELCOME TO CITRUS PARK.

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 Florida law, and the remainder are to assist in the peaceful enjoyment of all residents.

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

All terms within these Rules and Regulations are defined in accordance with Chapter 723, Florida Statutes, and the rules of the Department of Business and Professional Regulation, or are used according to their plain meaning. Additionally, the following terms as used herein are defined as follows:

“Community” - means “mobile home park” as defined in section 723.003(6), Florida Statutes.

“Community Owner” - means park owner as defined in section 723.003(7), (9), Florida Statutes.

“Delivery Date” - means the date that a copy of this Prospectus was first delivered by the park owner to a homeowner as reflected in the business records of the park/community.

“Filing Date” - means the date on which this prospectus was first filed for review with the State of Florida, Department of Business and Professional Regulation, Division

of Land Sales, Condominiums and Mobile Homes.

“Management” - means those person(s) duly authorized by the park owner to make decisions for the park owner in matters related to the administration and management of the Community.

“Mobile Home” or “mobile home” - means a unit as defined by §723.003(3), Florida Statutes (2000) and shall not include any unit originally sold as a recreational vehicle. This prospectus shall only apply to mobile homes, not to recreational-vehicle-type units, except as required by law.

“Mobile Home Lot” - means a lot described and intended by the mobile home park owner for placement of a mobile home. This prospectus shall only apply to mobile home lots, not to any spaces offered for occupancy by recreational-vehicle-type units.

“Park” - means Community.

“Park Owner” or “park owner” - means the owner or operator of the mobile home park as defined in section 723.003(7), (9), Florida Statutes.

“Proportionate Share” - for calculating pass-through charges use the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the parks.

“Season” - means winter months (November 1 - April 30)

## **2. RESIDENCY**

**2.1** An Application for Residency must be completed and approved, a Prospectus, a copy of the Rules and Regulations (Exhibit B), and a Rental Agreement (Exhibit C) delivered prior to: (i) arrival of the resident's manufactured home in the Community; or (ii) occupancy by a new purchaser when the home is already in the Community.

**2.2** The Community Manager (hereafter “Manager”) reserves the right to: (i) require repairs or removal, pursuant to section 723.061, Florida Statutes, of a home not meeting the requirements of the Community’s existing Rules and Regulations by anyone who purchases or otherwise receives title to a manufactured home that is not acceptable in appearance and condition; (ii) refuse to accept further rent and terminate the Rental Agreement of anyone who, after proper notices pursuant to section 723.061, Florida Statutes, fails to comply with these Rules and Regulations (see rule re: Eviction, for further information); and (iii) refuse rental to any applicant and

refuse rental or occupancy to any applicant who fails to meet the Community's standards for residency/occupancy.

**2.3** Homes may not be owned primarily for investment purposes. The principal resident (hereafter "Resident" or "Homeowner") of each manufactured home in the Community must be its legal owner. Except for Guest(s) whose stay may not exceed thirty cumulative days per calendar year, each additional occupant of the home must be approved for residency by the Manager; and, pursuant to s. 723.011(5), F.S., will be requested to acknowledge receipt of a copy of the Rules and Regulations and the Rental Agreement prior to occupying the home. Any increase in the number; or, exchange or substitution of persons in a home must have the Manager's prior written approval. Any failure to comply with this Rule or Guideline may subject the Resident and the unauthorized occupant to legal action, including possible eviction pursuant to s. 723.061, Fla. Stat.

**2.4** Residents have the right to sell their homes within the Community, and the prospective purchaser may become a resident of the Community. The prospective purchaser must, however, meet all requirements for New Residents prior to purchase or the prospective purchaser will be required to move the home from the Community (see rule re: Eviction).

**2.5** Applications for residency must be accurately completed and will be rejected if the applicant or application has:

- i. False or incorrect information on their application;
- ii. insufficient income to meet anticipated lot rental amount payments;
- iii. an inadequate rental history;
- iv. inadequate or unsatisfactory credit history, including, but not limited to, any bankruptcies within the last 7 years, a history of late or partial rental payments at prior residences, prior evictions for non-payment of rent or a large civil judgment which may preclude timely payment of lot rental amount;
- v. background showing the applicant did not comply with rules and regulations or other published policies within the last 7 years at applicant's prior place of residence;
- vi. refused to agree to a disclosed increase in lot rental amount upon the expiration of the term of an assumed rental agreement pursuant to §723.059(3)-(4), F.S.
- vii. background showing the applicant has a prior criminal history indicating financial untrustworthiness; or, the applicant or any resident of their household has acted in a manner threatening the health, safety, property or right to peaceful enjoyment of living accommodations of other nearby residents or employees at a prior residence; or, is

reasonably likely to do so if admitted as a resident of this Community.

**2.6** Homes may not be owned primarily for investment purposes. However, Residents may sublease (rent) their homes, with the Community owner's prior written approval. All subleases must be for a minimum of three consecutive months. In addition, all homeowners must spend at least 3 consecutive months in the home during a given rental year, even while they are subleasing the unit. Homeowners must register at the office as they arrive and sign out upon departure. Each potential sublessee (renter) of a home in the community must be screened for residency pursuant to the Community Rules and Regulations. In particular, all provisions concerning the community's status as an older persons park are applicable to renters/sublessees. ***Resident(s) must be present for all visits involving guests, invitees or renters who are less than 55 years of age.***

**2.6.1** Resident remains responsible for timely paying lot rental amount, even if the home is subleased.

**2.6.2** Resident, at its sole expense, must actively and promptly evict any sublessee (renter) for violating or allowing violations of these Community Rules & Regulations by any family member, other renter or guest.

**2.6.3** Failure of Resident comply with these Rules; or, to secure renter(s) compliance with these Rules may result in termination of Resident's own tenancy and eviction.

### **3. OLDER PERSONS PARK**

In accordance with the Federal Fair Housing for Older Persons Act of 1995, this Community is intended and operated as "housing for older persons." Under the Act, those persons age 55 and over are defined as "older persons". The Community complies with the Act and is intended to be reserved for residents age 55 and over, with certain exceptions as allowed by the Act. All prospective residents will be screened for admission to the Community under this Rule, and the home must be permanently occupied by at least one person who is 55 years of age or older as of the date of occupancy. No applications will be accepted without proof of age such as: valid driver's license, birth certificate or passport. Minimum age for all residents, except permanent full-time caregivers whose presence is required by a licensed physician, is 35. Under the Act, Management may, in its sole discretion, make certain exceptions to this rule. To maintain the Community's compliance with federal fair housing laws and regulations, all current and prospective residents must promptly and accurately respond to Community's request(s) for written verification of occupants' age(s).

#### **4. GUESTS**

- 4.1** All persons who are not specifically named in the Rental Agreement are considered guests. A resident's guest(s) whose stay(s) exceeds thirty (30) cumulative days per calendar year will subject the home owner to additional fees based on the number of guest(s) and the most recent issued Lot Rental Amount Increase Notice.
- 4.2** Guests, including children, are entirely the responsibility of their resident hosts and must comply with Community Regulations. Guests who are unruly or who create disturbances must leave. 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, however, guests under the age of sixteen (16) must be accompanied by the resident host at all times.
- 4.3** All overnight guests or guests who will be using Community recreational facilities, must be registered by their resident host at the office during normal office hours. Guests arriving on weekends or holidays may be registered during office hours the last day prior to their arrival. Failure to register your guest will subject the guest to immediate removal from the Community. Guests must notify the office upon departure.

#### **5. FEES, CHARGES, AND ASSESSMENTS**

**5.1** Payments: Payments are collected in the Community office during normal office hours; in the drop box provided; or, payments may be mailed to: Mobile Home Park Manager, 25501 Trost Blvd., Bonita Springs, Florida 34135. The resident's lot number must be indicated on their check or money order. All payments received from residents are applied first to any late fees, returned check fees, assessments or other authorized charges which may be owing, then to any utility charges due, if any, and then the remaining balance is applied to any monthly lot rental amount balance due.

**5.2** NSF Checks: Only money orders or cashier's checks will be accepted from any resident who has twice written checks on insufficient funds.

**5.3** All fees, charges and assessments are set forth fully in the Community Prospectus.

#### **6. EXISTING MOBILE HOMES**

**6.1** Alterations/Additions: Residents are encouraged to upgrade their mobile 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 replacement of existing air-conditioning,

carports, screened-in area, awnings and utility buildings, must be approved by the Manager 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. All improvements must be completed within thirty (30) days. For additional information on Community Standards, please see "Improvements to be Installed by New Residents".

- 6.2** Maintenance: All homes, carports, sheds, screen enclosures or any other items placed on a lot by resident must be maintained in a clean and orderly manner. Damaged areas or poorly painted areas of the home and accessory buildings must be repaired or repainted. The Manager reserves the right to require repairs, repainting or other maintenance that is needed to maintain Community Standards.
- 6.3** Windows and Openings: No aluminum foil, sheets, towels, blankets or similar materials (other than window blinds, vertical blinds, mini-blinds or drapes) may be placed in windows or doors. The use of tinted mylar film in brown or gray tint is acceptable. All window treatments in homes and all blinds, including in screen enclosures must be maintained in good condition. To protect the safety of all residents, no modifications may be made to windows or any other part of the exterior of the home without first: (1) providing written certification from a licensed engineer; or, the original manufacturer of the home that the proposed modification/alteration will not affect the structural safety of the home during storms; and, (2) receiving the prior written approval of the Community Owner, in writing.
- 6.4** Exterior Surfaces: The exterior surfaces of the mobile home including the eaves and trim shall be kept free of mildew or discoloration. Peeling, fading, or damaged exterior surfaces must be restored to the original new condition.
- All exterior materials and paint colors used must be approved in writing by the Manager prior to their use on the home. The materials used should be consistent with the types of materials used on new homes being brought into the community.
- 6.5** Obsolescence: Home must be maintained in a clean, safe, and aesthetically pleasing condition, consistent generally with the majority of other homes located in the community.
- 6.6** Antennas and Satellite Dishes: Cable television is available in the Community. Any receiving antennas shall be attached to the mobile home. Any equipment that interferes with neighboring reception is prohibited.

Federal Communications Commission's regulations allow reasonable restrictions

affecting the placement, appearance or installation of satellite dishes and antennas. In order to maintain an attractive community, thereby preserving the market value of residents' homes, residents are strongly urged to rely on indoor broadcast antennas or cable tv as opposed to installing outdoor antennas or satellite dishes. To maintain the appearance of the community and help avoid safety hazards to your neighbors, all antennas and satellite dishes of every kind should be installed from the middle to the rear of the mobile home. They may not extend any higher above the mobile home's roof line than the distance between the home itself and the adjacent lot line. Such limitation is to protect your neighbors from injury if the mast or antenna falls. Satellite dishes may be installed on a mobile home, so long as it does not exceed 1 meter in diameter. Dishes larger than 1 meter in diameter are prohibited in this community. Satellite dishes may not be installed on any other resident's lot or on common property. Moreover, satellite dishes may serve only one resident's home.

- 6.7** Solar Heating: Solar heating apparatus may be installed, however, its make-up, size, and placement must be approved in writing by the Manager prior to installation.
- 6.8** Signs: One "For Sale" sign, no larger than 10 inches by 14 inches, is allowed in the home window only. No signs are allowed in yards and violations are subject to removal by the Manager.
- 6.9** Storage: To avoid fire hazards, and to promote safety and community appearance, the space immediately underneath a manufactured home shall not be used for storage. Patios may not be used for storage and storage on lots is prohibited unless approved by the Manager.

## **7. ENTERING MOBILE HOMES**

- 7.1** Size and Age: Generally, with limited exceptions, all homes are double-wide units. The minimum size for double-wide mobile homes is: 24' wide X 50' long. The minimum size for a single-wide mobile home entering the Community is 14 feet by 50 feet. The maximum size of an entering mobile home will be dependent upon lot size restrictions. All replacement homes must be new. No used homes are permitted to be brought into the Community. Before a home is brought into the Community, it must be approved by the Manager.
- 7.2** Set-Backs and Placement: Prior to installing a mobile home on a lot, placement must be approved by the Manager. Resident shall observe all local governmental building and zoning codes.

## **8. IMPROVEMENTS TO BE INSTALLED BY NEW RESIDENTS**

Residents who commence occupancy in the Community, whether by purchase or other transfer of title of an existing home or by installing a new home, must meet the following Community Standards, together with applicable requirements for "Existing Mobile Homes." The Manager is in the continual process of upgrading the mobile home Community and reserves the right to require New Residents to upgrade to Community Standards in effect at the time of entrance. Requirements may be waived or modified by the Manager due to space limitations, design considerations, or such other reasons as may be sufficient in the sole discretion of the Manager. All plans must be approved by the Manager prior to commencement of work and all necessary permits obtained and displayed. All work must be completed within thirty (30) days of occupancy and work to be done must be included in the Purchase Contract.

- 8.1** Anchors: Prior to occupancy, the home must be tied down by hurricane anchors as disclosed in the prospectus or applicable governmental regulation or ordinance. Tie-downs and blocking must meet all standards set by state, county, city or any other governmental agencies. These actions must be performed by a properly licensed contractor, mobile home installer, or mobile home dealer. The homeowner is solely responsible for periodic safety inspections of such tie-downs; and, for taking such corrective action as necessary to ensure continuing compliance with all required and recommended placement, setup and tie-down procedures established by any government regulation or statute; and, by the home's manufacturer.
- 8.2** Skirting: The entire mobile home, including decks and porches, must be skirted within thirty (30) days of occupancy with a material approved by the Manager. Skirting must provide for ready access for repair and inspection of under home utilities.
- 8.3** Hitches: Hitches are to be removed and stored.
- 8.4** Steps: Steps must be located at all exterior home entrances. Steps must be constructed of concrete or of a material approved by the Manager. Steps must be kept neat, clean, and safe and must meet local codes where applicable.
- 8.5** Lighting and Street Numbers: Every home must have a lot post light installed on or near the mailbox. All lot post lights are required to be left on every evening (year-round) for street lighting and security reasons; and, must be maintained in a working manner by each Resident or Renter, as applicable. All homes must have the address clearly written on the mailbox and visible from the street. This is essential to help emergency services personnel.

- 8.6** Air Conditioning: Every home must have an operable central air conditioning unit and as of May 1, 2013, there will be no new installations of window air conditioning units which are visible from the street anywhere in the Park.
- 8.7** Carports: All homes are to be equipped with a carport constructed of .032 gauge aluminum or heavier and supported by 2 inch by 2 inch or larger aluminum posts which must be installed and attached to each home so as to provide an integrated roof line between the home and such carport. The carport must be a minimum of 12 feet in width by 35 feet in length and have a fascia extending the width of the home and carport.
- 8.8** Utility Buildings: All homes are to be equipped with a utility shed constructed of the same material as the carport and incorporated thereunder. The utility shed must be a minimum size of 6 feet by 8 feet by 8 feet high. Both the carport and utility shed must be aesthetically compatible with other like structures in the Community. No free-standing sheds are permitted, and all such installations must comply with local codes and ordinances.
- 8.9** Fencing: No fencing may be installed in the Community for pet runs or division of home sites. Decorative fencing may be permitted in gardens and flower beds with the park owner's prior written approval. If installed, all such decorative fencing must be properly maintained and painted or stained to avoid detracting from the appearance of the Community.
- 8.10** Decks and Porches. All porches and decks must be constructed of treated wood, have hand rails on all exposed sides, and be skirted. Awnings and additions are to be constructed of approved materials and resident is solely responsible for complying with applicable government regulations. All porches, decks, awnings and additions must be maintained in good condition consistent with the requirements of these rules and regulations. Prior to installing any of these items, the resident must first obtain written approval from Manager.

## **9. MOBILE HOME SITES**

- 9.1** Alterations: Any alterations or modifications to a mobile home site, including attachments, driveways, landscaping, or items that will affect the exterior appearance of the residence, must have the written consent of the Manager 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.
- 9.2** Maintenance: Resident is responsible for the overall appearance of the home site. Lot

must be kept clean, orderly, and free of litter, and resident must maintain all plantings, including trees and shrubbery thereon including trimming, watering, weeding, and the general care thereof. Home sites not maintained to satisfactory Community Standards will, after proper notice, be maintained by the Manager and the cost thereof will be charged to the resident.

- 9.3** Landscaping: Additional landscaping (including trees and shrubs) may be planted with Manager's prior approval of type and location. The Community is not responsible for any property damage or personal injury arising from the existence of trees, shrubbery or other plantings upon a mobile site, regardless of the nature of such injuries or damage. Trees may not be removed without the express written consent of the Manager, which consent will not be unreasonably withheld.
- 9.4** Watering: Southwest Florida is under extreme conservation requirements for water usage. Residents may not have jacuzzis installed; nor may they have "kiddie pools" for visiting children. Residents must comply with all directives from Community Management, local government or water management officials regarding water usage. Sprinklers and hoses shall not be left running unattended. Management may, at its option, enter a lot and turn off water when resident is in violation of these rules.
- 9.5** Equipment: Lawn care equipment, tools, toys, and other equipment must be stored out of sight when not in use. No articles are to be stored beneath mobile homes or on patios.
- 9.6** Furniture: Only furniture specifically designed for outside use is allowed outside the home. Wind chimes are not permitted.
- 9.7** Laundry Lines: Only removable umbrella or reel-type laundry lines may be installed at rear of home. Pole location must be approved by the Manager to avoid damage to utilities. No one is permitted to hang towels, rugs, rags, or any wearing apparel on the mobile home, awning, portable rack, or other device on the lot.
- 9.8** Posts, Poles, and Stakes: No posts, poles, stakes, or the like are to be driven into the ground without consulting the Manager 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.
- 9.9** Place of Residence Only: Home sites may be used as a residence only and are not to be used for a business. A business is defined as any child care or babysitting service for a fee; or, 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; (iv) includes door-to-door canvassing of Community residents for commercial purposes; or (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its residents.

## **10. TRAFFIC AND VEHICLES**

- 10.1** Speed Limit: The 15 mile per hour speed limit must be observed. Please pause at intersections and be particularly alert for bicycle traffic and golf carts.
- 10.2** Street Repair: To help keep streets in good repair, the only vehicles allowed in the Community are passenger cars, vans, and pick-up type trucks (1 ton limit). Brief visits by service vehicles are the only exception. Please report street repairs that you feel are necessary.
- 10.3** Vehicles: Commercial signs (including magnets) are not permitted on vehicles, other than those in Citrus Park for brief service visits. Operators of all motorized vehicles within the Community must have a valid operator's license. Go-carts and ATV's (four wheelers) or any similar vehicles are prohibited. Pedestrians, golf carts and bicycles have the right-of-way. Motorcycles, motorbikes, motorscooters, mopeds, etc., are permitted provided they are used only for transportation in and out of the Community. Storage of motorcycles, motorbikes, motorscooters, mopeds, etc., must either be in an approved shed or in a designated parking space. Such vehicles must be licensed and registered for the highway. No off-the-road vehicles such as dirt bikes, all-terrain vehicles, etc., shall be operated or stored in the Community. All motorcycles, motorbikes, motorscooters, mopeds, etc., must be properly muffled with engine and exhaust noise kept to a minimum. Engines shall not be "raced", "gunned", or "revved" in a manner, or at a time, which will disturb the peace and quiet of the Community. Residents shall be held responsible for their guest(s)' actions.
- 10.4** Vehicle Repairs: Residents may not perform any vehicle repairs, i.e. oil changes, brake jobs, and minor tuneups within Citrus Park. Motor vehicles without current license plates are not allowed in the Community for more than 24 hours.
- 10.5** **VEHICLE IDENTIFICATION DECALS.** At its own expense, the Community has installed a Gate Control system involving vehicle identification (bar code) decals. Residents needing replacement decals will be charged a fee. Further, all new incoming residents will be charged a fee for their initial decals. Residents are responsible for maintaining security over the access decals issued to them and shall not loan them to non-residents; and, furthermore, shall scrape off and return decals from any vehicle before it is sold, transferred or disposed. Loss of access decals presents a security problem for all residents. Improperly loaning out or failing to remove decals from vehicles upon sale/transfer/disposal of the vehicle(s) is a violation

of the Community's Guidelines. Such violation may result in deactivation of all current decals for the violating household; charges for replacement decals under the applicable prospectus; and/or, to potential eviction pursuant to the disclosures in the prospectus and section 723.061, Fla. Stat.

## **11. PARKING**

- 11.1** Street Parking: Streets are Fire Lanes. No parking is permitted on the streets. They must be kept clear to allow passage of emergency vehicles and avoid inconvenience to other residents.
- 11.2** Parking Spaces: Parking more than 2 vehicles at a residence is not allowed. Residents shall not keep more than two (2) vehicles in the Community. Residents and/or their guests will not be permitted to park on lawns or any other area of the Community that is not specifically marked to provide for vehicle parking. A resident will be allowed to park in another resident's driveway or carport only when written permission has been received and filed with the Manager.
- 11.3** Guest Parking: It is the resident's responsibility to ensure that their guests are parked properly.

## **12. COMPOUND STORAGE AREA**

No boats, boat trailers, travel trailers, campers, RV's, or similar units are allowed on lots, except in the "Resorts Section." Parking of such units in the Resorts Section is a privilege and is conditioned on the homeowner not infringing on or damaging any adjacent lots or property. Arrangements for use of the compound storage area can be made through the Manager. There is presently no user fee charge for that storage facility. The Community reserves the right to establish a user fee for that facility at any time in the future. The Community shall not be liable for any loss or damage suffered to any articles stored in the compound.

## **13. PETS**

- 13.1** Pet Registration: Every pet must be registered with the Manager; and, the pet's owner must provide a legible copy of a photograph of the pet upon its arrival in the community. Except for "aggressive breeds" of dogs, only one (1) generally accepted domestic pet which has been approved and registered by the Manager and that does not exceed 60 pounds at full growth is allowed in each unit within the Community. "Aggressive breeds" of dogs are prohibited. "Aggressive breeds" means: doberman pinschers, staffordshire terriers, huskies, rottweilers, chows, akita's, presa canarios, german shepherds, pit bulls, wolf-hybrids and any mix thereof, and any other breed

as determined by the Community manager. The manager's decision in this regard is final.

- 13.2** Leashes: Pets must be kept inside the home or on the leash with the resident at all times. While the pet is outside, resident shall be responsible for any clean-up needed.
- 13.3** Collars: Pets must wear necessary registration from the appropriate governmental agency.
- 13.4** Pet Removal: Any pet not properly registered must be removed from the Community. If the Manager finds the conduct of a pet to be dangerous, noisy or bothersome to others, its registration will be terminated and the pet must be removed within seven days from receipt of written notice from the Community Owner. Failure of the resident to remove the pet from the premises within such period may result in eviction proceedings. Pets become noisy or bothersome when: (a) a dog barks for three sustained minutes or more (day or night) on a regular, recurring basis; or, (b) a cat howls for three sustained minutes or more (day or night) on a regular, recurring basis. A pet is dangerous when its aggressiveness or behavior reasonably causes fear for a resident, guest, community employee, or contractor. A single bite is sufficient reason, but not a prerequisite, for removal under this rule.
- 13.5** Cancellation of Pet Privileges: Should pet management become a problem in the Community, the Manager reserves the right to refuse admission to all further new and/or replacement pets.

#### **14. RECREATION AND OTHER FACILITIES**

- 14.1** The Clubhouse is provided for the use of residents. Guests are allowed only if accompanied by a resident. These facilities may be reserved by residents for private activities, on a not-to-interfere basis with other pre-planned Community-wide activities. Please make all reservations through the Activities Director well in advance of your planned activity. It is the resident's responsibility to clean the area after use and to pay for any damage to equipment or facilities. No pets are allowed in the recreation areas.
- 14.2** Rules regarding each facility, i.e., recreation buildings, tennis courts, swimming pools, are posted for your safety and convenience in the respective areas. Failure to observe those rules may, at the Manager's option, cause restriction of use of the facility or issuance of a rules violation, which may include potential eviction. The Recreation Hall and facilities are located in the recreational vehicle area of the Community. The Clubhouse and related facilities are located in the Mobile Home area of the Community. The Clubhouse pool is designated for adults 21 years or older only.

**14.3** Swimming pool: Pool Rules are posted in the pool areas and incorporated herein. Failure to comply with all Pool Rules will result in the rescission of pool privileges or Notice of a Rules Violation at the Manager's option.

- Swim at your own risk - No Lifeguard on duty.
- ID badges required and all guests of tenants must report to the office prior to using the recreational facilities. Guests must be accompanied by a tenant while using the facilities.
- No food or drink within 5 feet of pool. No glass containers in pool or pool area or tennis courts.
- Shower before entering the pool. No floatation devices/arm bands only. Swimsuits only/no cut offs.
- No jumping or running on pool deck. No jumping or hanging on safety rope.
- Children under sixteen (16) years of age must be accompanied by a responsible adult in the recreation area at all times. Diapered babies are required to wear waterproof plastic pants.
- Recreational facility hours are 8:00 a.m. to 10:00 p.m. unless extended by a special arrangement. Special hours will be posted to allow for cleaning and maintenance of all facilities.
- No pets, skateboards, roller-blades, balls or golf carts are allowed in the pool areas at any time.
- Minimum clothing in the recreational area for men (except pool-side) is shorts, shirts and thongs or sandals; and, for ladies shall consist of shorts, halter and thongs or sandals. Proper attire is required in the Administration Office.

**14.4** Shuffleboard: Please be a good sport and limit your play to two (2) 10 frame games if other residents are waiting. This Rule does not apply during league participation.

**14.5** Alcoholic Beverages: Loud parties and excessive drinking will not be tolerated any place in the Community.

**15. BOATING.**

Except for one boat controlled by the Yacht Club, no boats are permitted in the lake area except remote control boats not exceeding 3 feet in length.

**16. FISHING.**

No fishing is allowed in the lake or canals.

**17. LAKES AND CANALS.**

1. Swimming or wading is not allowed in the lakes.
2. DO NOT feed or tease wildlife in the lakes, for your safety and theirs. According to state law, feeding the alligators may result in very substantial fines and/or civil penalties from the government; and, even result in a jail sentence.
3. DO NOT cut out the vegetation in the canals - just trim it.
4. DO NOT throw anything into the lakes or canals.

**18. NOISE**

Conduct which disturbs the peace and tranquility of others such as excessive noise, loud parties and abusive language is not permitted in the Community. Radios, televisions, stereos, musical instruments, or the like shall not be played in a manner so as to be audible outside the mobile home between the hours of 10:00 p.m. and 8:00 a.m. Yelling, screaming, and use of profanity outside the home, or inside the home if audible outside, are never permitted in the Community.

**19. CONDUCT/DANGEROUS INSTRUMENTALITIES/RESPECTING RIGHTS OF OTHERS**

**19.1** The display or use of dangerous instrumentalities outside the home, including but not limited to: guns, BB guns, air guns, sling shots, or bows and arrows is not permitted in the Community. Furthermore, the actual use or threat(s) to use any dangerous instrumentalities inside or outside the home is grounds for immediate eviction. The hurling of rocks, knives, eggs, sticks, and any other missiles is strictly forbidden. Fireworks are also strictly forbidden.

Residents and their guests must behave responsibly towards others and may not create

disturbances. Further, residents may not act in a manner that threatens the health, safety, or right to peaceful enjoyment of the Community by other residents or Community employees.

## **19.2 Crime Free Community.**

(1) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the premises with Resident's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, on or near the leased premises. "Drug-related activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance.

(2) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the premises with Resident's permission or consent, shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near said leased premises.

(3) Residents, members of Resident's household, Resident's guests or other persons under Resident's control or on the premises with Resident's permission or consent, will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

(4) Residents, members of Resident's household, Resident's guests or other persons under Resident's control or on the premises with Resident's permission or consent, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, at any location, whether on or near the dwelling unit, premises or otherwise.

(5) Residents, members of Resident's household, Resident's guests or other persons under Resident's control or on the premises 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 on or near the leased premises, or any breach of the lot rental agreement that jeopardizes the health, safety or welfare of the landlord, his agent(s), or other residents, or involving imminent or actual personal injury or serious property damage.

(6) VIOLATION OF THIS RULE 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 immediate termination of the lot rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction.

## **20. REFUSE**

All trash, garbage, and refuse must be placed in plastic trash bags and tied securely. Trash is to be placed in the trash compactors provided. At all other times, trash should be kept in an inconspicuous place and in covered containers. Failure to place garbage and refuse inside trash compactors may subject the resident to a separate fee as disclosed in the prospectus.

Grass cuttings, leaves, trimmings, and etc. must be placed in plastic bags adequate for pick-up. Burning of trash, leaves, or other material is not allowed. If in doubt about large trash disposal, ask the Manager. No garbage or refuse shall be dumped on vacant lots, around recreational areas, or across fences around the perimeter of the Community. The compactors are to receive waste generated from daily household use only. Any debris produced from construction, remodeling, or upgrading of your unit must leave the park by other means. Any resident needing assistance in this matter can contact Veolia Environmental Services. Any fee for this service will be the sole responsibility of the resident. In regard to recycling, there are three twenty yard dumpsters located just north of the Club House for most of your recycling needs.

## **21. UTILITIES**

**21.1** Utility Hook-Ups: All electrical and plumbing hook-ups must be completed by licensed service people. Any fees for installation or hook-up of utilities for new or replacement homes are the resident's responsibility.

**21.2** Utility Repairs: The Manager is not responsible for the failure, default, improper act, or omission by any utility supplying such services. Resident should check to be sure that their water heater has a relief valve. The Community is not responsible for damage done to water heaters caused by lack of water in the system.

## **22. SOLICITING**

All solicitation, commercial or otherwise, is banned with the exception that Community residents have the right to communicate on matters of common interest related to the Community as allowed pursuant to Sections 723.054-723.056, Florida Statutes.

## **23. INSURANCE.**

All residents are responsible for maintaining their own liability insurance, homeowners insurance, and personal property insurance, if necessary, to protect themselves, their homes,

the contents thereof, any other household members, visitors, or guests of any nature against any loss or damage of any kind arising from placement of the manufactured home within this Community or occupancy of such home while it is in the Community. Additionally, residents shall insure that the Community Owner is an additional named insured on their policy for cleanup costs or other damages suffered by the Community Owner arising from the homeowner's occupancy in the Community. The Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on the lot or within the home or reimbursement to the resident for the loss of the home or personal property. Violation of this rule shall not be grounds for eviction under Chapter 723.

**24. RIGHTS/WAIVER/EXCEPTIONS.**

Community Management shall have the right of access to the resident's mobile home to prevent imminent danger to an occupant of the mobile home or to the mobile home itself. Community Management shall have the right of entry onto the lot, at all reasonable times, for purposes of repair and replacement of utilities and protection of the Mobile Home Community.

Specific variances to these Rules and Regulations may be granted by the 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 as to not disturb residents' quiet enjoyment of the Community and where the basis for the variance is deemed sufficient in the sole discretion of the Manager.

The rights of the Community Management contained herein are cumulative and failure of the Community Management to exercise any right shall not operate to forfeit any other rights of the Community Management. The failure of the Community Management to insist, in any one or more instances, upon a strict performance of any of the provisions of the lot rental agreement or rules and regulations, or to exercise any right or option contained herein, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver or relinquishment for the future of any such provisions, options or rights, but such provisions, options or rights shall continue and remain in full force and effect. The receipt by the Community Management of any monies due hereunder, with knowledge of the breach of any Community rule or provision of the lot rental agreement, shall not be deemed a waiver of such breach, and no waiver by the Community Management of any provision hereof shall be deemed to have been made unless in a writing, expressly approved by the Community Owner, not by any agent thereof, including the Manager.

**25. RENTAL AGREEMENT TERMS AND CONDITIONS**

Written Rental Agreements will be offered to all New Residents prior to occupancy. All Rental Agreements will have a term of one year. Whether or not resident chooses to execute

a written Rental Agreement, resident is subject to the same terms and conditions as residents who have executed Agreements. All of the terms and conditions of the Agreement are specifically incorporated herein by reference as Rules and Regulations governing the tenancy.

## **26. EVICTION**

A mobile home owner or a mobile home tenant, a mobile home occupant or a mobile home may be evicted from this Community only on one (1) or more of the grounds listed in Chapter 723, Florida Statutes. The grounds applicable on the effective date of this rule or guideline are summarized below:

- a. Nonpayment of Lot Rental Amount.
- b. Conviction of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety or welfare of other residents of the Community.
- c. Violation of a Community Rule or Regulation, the Rental Agreement, or the provisions of Chapter 723, Florida Statutes.
- d. Change in Land Use. Change in the use of the land comprising the mobile home park or the portion thereof from which one (1) or more mobile home(s) are to be removed.
- e. Failure to be qualified as a resident. Failure of a purchaser, prospective tenant, or occupant of a mobile home situated in the mobile home park to be qualified as, and to obtain approval to become a tenant or occupant of the home.