GOLDEN ACRES R.O. ASSOCIATION, INC.

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RULES AND REGULATIONS Effective: September 28, 2024

Welcome to Golden Acres Mobile Home Park (the "Community"). The Community is owned and operated by Golden Acres R.O. Association, Inc. (the "Association"), a not-for-profit corporation consisting of members who have purchased Cooperative Units in the Community.

These Rules and Regulations ("Rules") have been established by the Board of Directors of the Association as reasonable and necessary for the proper and efficient operation of the Community. The purpose of these Rules is to help ensure that your residency in the Community is pleasant, safe and enjoyable. Many of the Rules are based on requirements of Florida Laws and the remainder written to help in the protection of your safety, of your property, and your privacy. Consideration and courtesy to others, plus your cooperation in maintaining an attractive coach and site, will help sustain the high standards of the Community.

Please read all the following Rules carefully and thoroughly.

I. <u>GENERAL</u>

- 1. These Rules apply to all Unit owners, Residents, and Subtenants of the Community, their families, Guests and Visitors.
- 2. These Rules are specifically incorporated by reference into all agreements executed by Unit owners, Residents and Subtenants in this Community.
- 3. These Rules may be amended from time to time by the Board of Directors of the Association. Written notice of any meeting at which amendment to the Rules will be considered shall be mailed, delivered, or electronically transmitted to the Unit owners and posted on the property not less than fourteen (14) days before the meeting. The Board of Directors reserves the right to set written policies for situations not covered in the Rules. Notice of Rule changes shall be in writing and either mailed to Unit owners at their addresses last furnished to the Association, or hand delivered to the Unit owners at their address in the Community.
- 4. If any provision of these Rules is contrary to any law of any jurisdiction in which the Community is located, it shall not apply or be enforced; however, the other provisions of these Rules shall not be affected and shall continue in full force and effect.
- 5. Valid complaints must be in writing, dated and signed by the complainant, and submitted to the Association. The Association is only obligated to respond to one written inquiry per Lot/Unit in any given thirty (30) day period.

- 6. The rights of the Association contained herein are cumulative and failure to exercise any right shall not operate to forfeit that or any other rights of the Association. No waiver by the Association of any Rule shall be deemed to constitute or imply a further waiver of that Rule or any other Rule.
- 7. All Rules shall be posted at the Clubhouse or other Recreational Facilities and common areas specified by the Board of Directors.

II. <u>DEFINITIONS</u>

- 1. "Assessment" or "Maintenance Fee" shall mean a share of the funds required for the payment of common expenses, which is assessed against the Unit Owner.
- 2. "Association" shall mean Golden Acres RO Association, Inc., a corporation not for profit, that owns the record interest in the cooperative property and that is responsible for the operation of the Cooperative.
- 3. "Board of Directors" shall mean the Board of Directors of the Association, who are responsible for administration of the Association.
 - 4. "Coach" means "mobile home" as that term is defined in §513.01(3), Florida Statutes.
- 5. "Cooperative" is a form of joint ownership of real property. The underlying fee simple title to the real property in the Cooperative is owned by the Association. Unit owners obtain the exclusive right to occupy a Lot/Unit by owning a coach in the Community, and pursuant to a recorded long-term proprietary lease to a lot in the Community, and by owning a share or membership certificate in the Association.
- 6. "Association" means Golden Acres RO Association, Inc., a Florida not-for- profit corporation that owns and holds underlying fee simple title to the Community real property, and manages the Community for the benefit of its Members.
- 7. "Common Area or Areas" shall mean and refer to all real property (including the improvements thereon) now or hereafter owned by the Association which is not included in the Lot/Units, or as to which it has been granted easement rights, for the common use and enjoyment of the Members of the Association.
- 8. "Community" shall mean and refer to that certain residential development known as Golden Acres Mobile Home Park.
- 9. "Guest" shall mean a person whose stay at the request of a Unit Owner, or Resident does not exceed thirty (30) days total per year, unless such person has the written approval of the Board of Directors for a one-time thirty (30) day extension to stay in the same Unit. Applications for a one-time thirty (30) day extension must be made to the Board of Directors in writing at least seven (7) days prior to the end of the initial thirty (30) day period. If written approval was received for a one-time thirty (30) day extension, a Guest's stay shall not exceed sixty (60) days total per year and cannot be consecutive in any two-year period. No Guest may occupy the Lot / Unit unless one or more of the Unit owner or Resident is then in occupancy or unless consented to by the Association.

- 10. "Lot/Unit" shall mean and refer to any mobile home lot within the Community as shown on the Plot Plan of Units in the Master Occupancy Agreement, Lot/Unit which is subject to exclusive use and possession of the Member.
- 11. "Management" means Community's Board of Directors, management company, licensed community association manages and authorized agents and employees of the Association.
- 12. "Member" shall mean the person or persons owning a share or Membership Certificate issued by the Association to a Unit owner.
- 13. "Membership Certificate" shall mean and refer to the Certificate issued to each Member evidencing their membership in the Association.
- 14. "Resident" shall mean a person who is approved by the Board of Directors to reside in the Community with a Member and who is of age to live here.
- 15. "Subtenant" shall mean a person who subleases a Lot/Unit from a Member while the Member is not in residence in the Community.
- 16. "Unit Owner" shall mean the person holding a Membership Certificate in the Cooperative Association and a lease that is granted by the Association as the owner of the Cooperative property to the Member for a Lot/Unit in the Community.
- 17. "Visitor" shall mean a person who occasionally visits a Resident, but does not stay overnight.

III. MEMBERSHIP IN THE COOPERATIVE

1. Housing for Older Persons.

- a. The Community is intended and operated for occupancy by persons fifty-five (55) years of age and older and, as such, adheres to the requirements of the Housing for Older Persons Act of 1995. Occupancy of a dwelling Unit on a cooperative parcel shall not be permitted unless at least one person in such dwelling Lot/Unit shall be fifty-five (55) years of age or older; provided however, all other occupants (excluding under age guests as defined herein below) of the dwelling Lot/Unit must be at least fifty (50) years of age. In the event that all of the occupants of a dwelling Lot/Unit who are fifty-five (55) years of age or older shall die or otherwise discontinue occupancy of the Lot/Unit, then the Association's Board of Directors has the right to terminate the occupancy of the Lot/Unit by all persons under fifty-five (55) years of age if continued occupancy would result in less than eighty (80%) percent of the Lot/Units in the Community being occupied by at least one person fifty-five (55) years of age or older. The Association reserves the right, in its sole discretion, to grant exceptions to the minimum age requirements of the Rule, provided that the Association maintains compliance with the Housing for Older Persons Act of 1995.
- b. The Board of Directors may authorize, after receipt of sufficient documentation, occupancy on a temporary basis of a dwelling by a bona fide caregiver under the age of fifty (50) years or older who is engaged to provide in-home care, and live in that coach, for a Unit owner or other

approved Resident who lives in the Lot/Unit, but who is no longer able to function independently in the Lot/Unit. The Association reserves the right to require compliance with Federal ADA guidelines, including without limitation, written confirmation from a licensed physician of the need for such home health care services. A letter from a licensed medical provider meeting ADA requirements must be submitted to the Association. The Unit owner, other Resident (if applicable), and the caregiver must sign the Association's caregiver agreement the Association has the right to obtain a criminal background check (\$100.00 fee payable to the Association). The Unit owner, Resident (if applicable) and caregiver must fill out and complete an application and submit it to the Association. The application must be approved by the Board of Directors.

2. Application and Approval for Residency.

- a. Prior to purchasing a Lot/Unit or moving a new coach into the Community, all prospective Unit owners and Residents must complete an Application for Residency, which will include a background search and credit check. The Board of Directors must approve or reject applications for purchase of membership in the Cooperative. All applicants for Membership shall be considered desirable and compatible with the Community in order to be approved for admittance and must meet certain financial criteria as established in writing by resolution of the Board of Directors.
- b. The Board of Directors reserves the right to refuse admittance to any prospective Member on the basis of the criteria established to determine the background, character, and financial responsibility of prospective Members.
- c. At the time of application for initial occupancy, or upon demand of the Board of Directors, all prospective residents and all existing residents shall be required to produce for inspection and copying one of the following age verification documentations: driver's license; birth certificate and photo identification; passport; immigration card; military identification; other valid local, state, national or international documents containing a birth date of comparable reliability. The minimum age for all residents of the Community is fifty (50) years of age. The Association reserves the right, in its sole discretion, to grant reasonable exceptions to the minimum age requirements of the Rule, provided it maintains compliance with the Housing for Older Persons Act of 1995.
- d. The Board of Directors reserves the right to require a non-refundable application fee not to exceed the greater of \$100.00 or the maximum cost allowed under \$719.106(1)(i), Florida Statutes, to defray any cost connected with the screening process. The failure of any prospective Member to provide general background information, and proof of financial responsibility shall be deemed a cause for refusal of membership.
- e. The Board of Directors reserves the right to refuse admittance to anyone who purchases or otherwise receives title to a coach who has not been approved by Management.
- f. A \$50.00 copy fee will be charged by the Community on the title company settlement statement to each new owner for providing a copy of a Prospectus if the seller does not provide his or her copy to the buyer. If the purchaser is purchasing a Lot/Unit directly from the Association then the Association must provide a copy of the cooperative prospectus to the prospective purchasers. If the purchaser is purchasing a Lot/Unit from a Unit owner it is the responsibility of the selling Unit owner to provide the seller's copy of the cooperative prospectus to the purchaser. If the seller does not provide the seller's copy of the prospectus to the purchaser then the Association will

provide a copy for a charge of \$50.00 to cover the cost of copying. Purchasers must have a meeting with Management to review the Rules and sign a receipt for the Community's controlling documents. Additional copies of the Prospectus can be purchased for \$50.00 each or can be viewed online at www.goldenacresfl.com.

- g. The Board of Directors specifically reserves the right to deny approval of a prospective purchaser, Resident, Subtenant, or Guest upon determination by the Board of Directors that the applicant misstated or misrepresented any information on any application or entry forms required by the Association prior to approval and admittance as a Unit owner, Resident, Subtenant or Guest of the Community.
- h. Government regulation restricts occupancy of a coach to no more than two (2) persons per bedroom in any coach. A maximum of four (4) Unit owners, Residents, Subtenants or Guests shall be allowed per coach.

IV. HOMES/LOTS/MAINTENANCE

- 1. Home sites are for Unit owners, Residents, Subtenants and Guests only and are not allowed to be used for businesses that create, generate or cause on-site customers, frequent deliveries, or traffic in the Community. A business is identified as any commercial enterprise which has one or more of the following characteristics:
 - a. Requires traffic from outside the Community to enter for the purpose of dealing with said business or.
 - b. Requires any type of sign (except as permitted for the sale of the coach) or advertising on the exterior of the coach.
- 2. Only coaches are permitted in the Community. All coaches installed within the Community must meet, at time of installation, the then current Community established standards and all applicable governmental regulations regarding the maintenance of the coach, including, without limitation, ANSI Wind-code standards, installation standards, including, without limitation, tie-down and hurricane protection standards, life safety standards, including, without limitation, fire safety standards, health standards, and all other standards imposed for or on coaches by Federal and state agencies, including, without limitation, the Department of Housing and Urban Development, the Florida Department of Highway Safety and Motor Vehicles, and the Pinellas County Code of Ordinances.
- 3. In order to avoid damage to existing utilities, underground facilities and for lawn maintenance considerations, no one may plant additional landscaping, shrubs, or other plants, or remove or modify existing landscaping without the prior written approval of the Board of Directors. No new trees are permitted to be planted by Residents. Unit owners may plant shrubs or decorative plants not to exceed twenty-four (24) inches from the perimeter of the coach Vegetable and fruit plants/trees are not permitted. No feeding wildlife.
 - 4. Carports may be screened with the prior written approval of the Board of Directors.
- 5. Additions to existing storage sheds are only permitted with the prior written approval of the Board of Directors. No additional storage sheds may be installed in the Common Areas.

- 6. Members are responsible for the overall appearance of their coach and lots at all times, even when not in residence in the Community. Lots must be kept orderly, neat, clean and free of litter. Members who leave the Community for periods longer than a month must make arrangements for someone to care for their lots.
- 7. Inspections are performed between September and January every year on the exteriors of the coaches in the Community. Unit owners will be notified of deficiencies and will have up to 90 days to correct any violations of Community standards resulting from inspections. The Community Mobile Home Standards are attached as Exhibit B The Home Inspection form is attached as Exhibit C.
- 8. Management reserves the right to require repairs, painting, siding installed, or other maintenance that is needed when the condition and appearance do not meet Park standards, and to comply with all applicable laws, ordinances and regulations of state, county, city or Community, as from time to time amended.
- 9. HVAC equipment must be installed at the rear of the coach, unless distances between coaches or set-backs prohibit proper installation of the unit in the rear of the coach. Window air conditioning units must be placed on the side or back of the coach. If any other placement of the window air conditioning units are necessary, written approval from the Board of Directors is required.
- 10. The Association shall have the right, but not the obligation, of access to a Member's mobile home only to prevent imminent harm or danger to the occupant or the mobile home. The Association shall have the right, but not the obligation, of entry onto the Lot/Unit for the purpose of repair and replacement of utilities and the pruning and removal of trees, bushes or other vegetation as necessary, and may charge the Member for the costs incurred in remedying violations or items for which the Member is responsible for maintaining.
 - 11. No fences of any kind are permitted.
- 12. Patios/carports may not be used for storage and storage on coach sites is prohibited, unless written approval is received from Management. Each Resident is required to keep their lot and driveway free of debris. Patios/carports may not be used for storage and only furniture designed for outdoor use is allowed outside the coach. No items are to be stored under or around the Lot/Unit except kayaks, canoes and bicycles. No storage-of any items that are highly flammable or combustible or items which would attract wildlife, pests, or rodents.
- 13. Exterior antennas, satellite dishes and other external signal receivers must be approved in writing by the Board of Directors. It is preferable that satellite dishes be installed in the rear of the coach. The Federal Communication Commission (FCC) has established guidelines for the installation of these devices. Because these rules change from time to time with technology advances, please consult with the Board of Directors prior to installation. Exterior antennas, satellite dishes and other external signal receivers may not be placed in any common areas of the Community.
- 14. For Sale, For Rent, or Open House signs: One sign, no larger than twelve (12) inches by eighteen (18) inches, is permitted in the front window of the coach only. All other signs must have prior Association approval in writing or will be subject to removal.

- 15. No aluminum foil, wood, or newspapers are permitted on windows or doors of coaches. No aluminum backed styrofoam sheets may be placed in windows except to deflect heat or sunlight, to protect the Lot/Unit until resident returns.
 - 16. No fire pits, fire rings, outdoor fireplace, hot tubs, or outdoor propane heaters allowed.
- 17. When any item in this section is not maintained to a satisfactory standard the Unit Owner will be charged by the Association for the costs incurred to bring the property back to Community standards.

V. <u>RENOVATIONS/ADDITIONS/ALTERATIONS</u>

- 1. In order to maintain the well-maintained appearance of the community, Unit owners and Residents must obtain prior written approval from the Board of Directors for all outside renovations, additions or alterations. This includes, but is not limited to, exterior painting, room additions, sheds, utility rooms or extensions, carports extensions, carport screening, cement work, mailboxes, flagpoles, antennas, or satellite dishes or any major electrical or plumbing work. A sketch of the work planned, including the color and material to be used, must accompany the request. The Unit owner or Resident is responsible for complete plans or permits for anticipated renovations, additions or alterations showing compliance with Community Standards, City of Dunedin Park Building and Zoning Codes.
- 2. Room additions, shed, patio, patio pavers cannot extend beyond the length and/or width of existing footprint.
- 3. Driveways may be extended to a maximum thirteen (13) feet in width. City of Dunedin permitting will apply and is required. No approval will be granted to extend beyond the thirteen (13) feet for plantings, decorative rocks, etc. Painting of sidewalks is strictly prohibited.

VI. REMOVAL/REPLACEMENT OF COACHES

- 1. Member must meet with representatives of the Association and provide written notification to include specifications and timeline of new coaches to the Board of Directors prior to removing a coaches from the Community.
- 2. The coach site must be cleared and cleaned after work is completed, and sprayed for termites. Utility connections must be sealed, protected and identified. All contractors must be licensed and insured, including Workers Compensation Insurance. ACORDs or copies of the insurance coverages must be filed in the Association office before work commences. Removal of the coach must be completed within thirty (30) days from commencement of the work.
- 3. The Unit owners and Residents and prospective Unit owners and Residents shall indemnify and hold the Association harmless from and indemnify the Association for any loss or damage caused to the Community as a result of the removal of a coach from the Community.

VII. <u>SUBLETTING UNITS</u>

1. A Sub-tenant is anyone who stays in a Lot/Unit without the Unit owner present.

- 2. Subleasing is allowed for a maximum of three (3) months a year and only between September 1 and August 31. During three (3) months a Lot/Unit cannot be subleased to more than two (2) different Subtenants.
- 3. No extensions beyond the three (3) months' time limit will be granted. Absolutely no year-round rentals are allowed.
- 4. It is the responsibility of the Unit owners to notify the Association office of their intent to sublet their Lot/Unit and to provide information on the Subtenant. The Subtenant must sign in at the Association office upon arrival and sign out at the time of expiration of the sublease and departure from the Community.
- 5. A background check is required for all Subtenants at the expense of the Unit owner. the Association reserves the right to interview potential Subtenants. All Subtenants must receive the written approval of the Board of Directors prior to occupancy. Subtenants are bound by the same Rules as the Unit owner and Unit owner is responsible for the actions of the Unit owner's Subtenant. The Association's Rules & Regulations are published on the Community website at www.goldenacresfl.com.
- 6. Unit owners who sublet their units forfeit all rights of use of the Community's facilities and activities during the sublet period.
- 7. A Unit owner may be prohibited from subletting their Lot/Unit if they are not in compliance with Community standards for maintenance of coaches.

VIII. SOLICITING

All selling, soliciting, peddling, or commercial enterprises within the Community are prohibited with the exception that Community Unit owners have the right to canvas and solicit as allowed by law for the purpose of exercising their rights under Chapter 719, Florida Statutes, regarding distribution of material relevant to the membership of the Association and functions of the Association.

IX. <u>SELLING OF UNITS</u>

- 1. If an Owner wishes to sell his or her Lot/Unit, the Board of Directors must be notified. Prospective buyers MUST complete an application for residency and approved by the Board of Directors. PRIOR to the sale of the Lot/Unit. The Board of Directors of the Association has the final authority in approving or refusing any prospective buyers.
- 2. Transfer of Membership Certificates, the Cooperative parcel and the Lot/Unit are governed under the Bylaws of the Association.
- 3. One (l) For Sale or Open House sign not to exceed twelve (12") inches by eighteen (18") inches may be placed in the front window of the coach only.

X. RECREATION AND COMMON FACILITIES

- 1. The Rules posted at all recreation and common facilities presently in effect are made a part hereof and incorporated into these Rules.
- 2. The Recreational and Common Facilities include, but are not limited to, the following: Clubhouse, Swimming Pool, Shuffleboard Court, Billiard Room, Work Shop, Laundry Facilities and Streets reserved for Block Parties, the Hardin Property, etc.
- 3. Use of the Recreational and Common Facilities must be reserved with the Recreation Committee Chairperson/Representative not less than seven (7) days in advance of the date of desired use. The use of these facilities shall not interfere with normal, scheduled Community events.
- 4. The Clubhouse may be reserved by Unit owners for private activities upon the Unit owner obtaining one-day insurance coverage for the event. A copy of the ACORD or other proof of insurance must be delivered to the Community office before the function is scheduled to start. Reservations for the use of the Clubhouse must be scheduled with and approved by the Recreation Committee Chairperson at least seven (7) days in advance of the event. Other Unit owners and Residents not included in the private event may have access to the Clubhouse, other than reserved areas. The use of the facility for private functions is for Unit owners and Residents of the Community and their Visitors and Guests only. It is the Unit owner's or Resident's responsibility to clean the area after use and to pay for any damage to equipment or facilities.
- 5. The Clubhouse is not a designated storm shelter. Unit owners and Residents should seek shelter in buildings provided by local government. All Unit owners and Residents should acquaint themselves with the evacuation routes posted on roads and on highways.
- 6. No alcoholic beverages are allowed in the Clubhouse except at approved functions only. No alcohol is permitted in the swimming pool area. Alcoholic beverages cannot be sold or given away by any organized group that is part of the Association. The pool rules are attached as Exhibit A.
- 7. The Association is not responsible for mail, deliveries, supplies or equipment delivered or sent to the Clubhouse for private use by any Member, Resident, Subtenant, Guest or Visitor. Members are responsible for any damage that may occur in the Clubhouse caused by the Member, the Member's Residents, family, Subtenants, Guests or Visitors.
- 8. The Workshop will be available for use AT YOUR OWN RISK for use by Unit owners and Residents only during the hours of 8:00 AM through 5:30 PM, Monday through Saturday, October 1 through March 31. 8:00 AM to 7:00 PM, April 1 through September 30. The Workshop is closed on Sundays and the following holidays, Christmas, New Year's Day, Easter and Thanksgiving.
- 9. A Waiver of Liability to use the Workshop releasing the Community of liability can be obtained from the Community office and must be signed annually before using the Workshop. A passcode to the garage and power tools keypad will be provided after the waiver has been signed. Passcodes are changed annually.

- 10. All items broken or in disrepair in the Workshop must be reported to the Community office. If any item is damaged through negligence or misuse, the Unit owner or Resident using the Workshop will be responsible for the cost to repair or replace the item. The work area must be cleaned up after each individual daily use.
- 11. A coin-operated laundry is available and maintained for Community Unit owners and Residents only. Report any equipment not working to the Community office. The Association is the owner of the laundry equipment but is not responsible for any damage to articles washed or dried in the laundry. Laundry hours are 7:00AM to 10:00PM daily. The Association reserves the right to change the hours of operation or close the laundry for maintenance as needed.
- 12. The Association shall not be responsible for loss or damage caused by accident, fire, theft or any other causes. The Association shall not be liable for accident or injury to any person or property through the Unit owner's or Resident's use of the recreational facilities. The Unit owners, Residents, Subtenants, and Guests may avail themselves of these facilities at their own risk and assume liability for any physical damage or personal injury caused by such use.
- 13. Guests of Community Unit owners and Residents under the age of fourteen (14) years must be supervised at all times when using any of the recreational facilities for their health and safety.

XI FEES, CHARGES AND ASSESSMENTS

- 1. All assessments are payable monthly, due on the 1st of the month, and are considered late if paid after the 10th day of the month. Payments made after the tenth (10) day of the month shall be subject to a late charge of \$25.00. If a check is returned by a financial institution, for any reason, the statutory charge of \$25.00 or 5% of the face value of the check, whichever is greater, will be assessed.
- 2. Amounts payable to the Association include but are not limited to regular assessments, special assessments, Rules' enforcement fees, repairs to the common area that are a Member's responsibility, legal fees and other costs associated with the collection of funds on behalf of the Association.
 - 3. Interest, Late Fee and Non-Sufficient Funds Charges:
- a. If the assessment is not paid within ten (10) days after the date it becomes due, it shall bear interest at eighteen percent (18%) per annum, but not to exceed the maximum rate allowed by law.
- b. An administrative late fee, in addition to interest, in an amount not to exceed the greater of Twenty-Five and No/100 (\$25.00) or five percent (5%) of assessment amount that is late.
- 4. Order of Crediting Payments: Payments received shall be first applied to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment.

- 5. Process for Delinquent Accounts: For all balances that are thirty (30) days past due, the following notification process applies.
- a. First Notice: A statutory Notice of Late Assessment, including detail of assessments, late fees, NSF charges, interest and other charges that apply, will be sent by Certified Mail, Return Receipt Requested, USPS Priority Mail, or other form of delivery permitted by §1.01(11), Florida Statutes, to a member whose balance is thirty (30) days past due.
- b. Second Notice: A statutory Notice of Intent to File a Claim of Lien, including detail of assessments, late fees, NSF charges, interest and other charges that apply, will be sent by Certified Mail, Return Receipt Requested, USPS Priority Mail, or other form of delivery permitted by §1.01(11), Florida Statutes, to a Member whose account remains unpaid thirty (30) days after delivery of the statutory Notice of Late Assessment.
- c. Lien. If a Member's account balance remains unpaid forty-five (45) days after delivery of a Notice of Intent to File a Claim of Lien the account shall be turned over to an attorney for preparation and recording of a Claim of Lien and delivery of a Notice of Intent to Foreclose.
- d. Foreclosure. If an account is not brought current within forty-five (45) days after delivery of a recorded Claim of Lien and Notice of Intent to Foreclose, a foreclosure case may be commenced within one (1) year of the date of recording the Claim of Lien..

XIII. NOISE AND CONDUCT

- 1. It is important that we respect our neighbor's privacy and property. Consideration for your neighbor(s) right to peaceful enjoyment should be observed at all times. Disturbing, loud and excessive noises from persons, radios, televisions, stereos, etc. where it constitutes a nuisance to neighboring residents are not allowed at any time. While this may be subjective, a common-sense fair play approach should be taken.
- 2. Disorderly conduct and profane language will not be tolerated. Public intoxication will not be tolerated in the Community at any time.
- 3. No Resident, Guest or Visitor shall commit any illegal conduct anywhere in the Community.
- 4. The hours from 11:00 P.M. to 8:00 A.M. should be considered an especially quiet time. Unit owners, Residents, Subtenants, and their Guests and Visitors shall exercise common courtesy regarding noise or the playing of musical instruments, voice, radio, television and amplifiers that may tend to disturb other residents.

XIV. NO PET POLICY

No pets are permitted at any time to be housed in a coach or brought onto the Community property by anyone, including Unit owners, Residents, their Guests, or Visitors. Anyone requesting an emotional support animal must provide to the Association a written statement from a licensed medical provider that meets the requirements of ADA guidelines.

XV. WATER/UTILITIES

Water use is restricted as per the standards set by Pinellas County, the City of Dunedin, the Southwest Florida Water Management District, and the Board of Directors. Board of Directors exercises the right to modify the water use guidelines.

- 1. Unit owners, Residents, and Subtenants shall exercise prudence in using water and will report to the Community office all leaks or other problems with the water system.
- 2. Unit owners, Residents, and Subtenants shall report all broken or defective utility connections immediately to the Community office.
 - 3. Automatic sprinklers are prohibited, and running hoses may not be left unattended.
- 4. Hand-watering and micro-irrigation (drip irrigation) may be used two times a week for no more than 30 minutes. Adjust timers to comply with standards.
- 5. Car washing is limited to once a week and a hand-held hose with a shut off device is required.
- 6. Electrical, gas, water, or sewer repairs required outside the coach, must be reported to the Association Management. The Association will not be held responsible for any cost or damage incurred when Unit owners or Residents make repairs. Unit owners and Residents should ensure that their water heater is equipped with a relief valve and a back-flow valve. The Association is not responsible for damage done to water heaters caused by lack of water pressure. All work must be done by licensed contractors. Unit owner shall at all times maintain all sewer connections from its Coach to the main line, including the lateral, and maintain all water lines from the Coach to the main line, including the lateral.

XVI. TRASH, GARBAGE AND REFUSE:

- 1. All trash and garbage must be placed in appropriate containers which are furnished by the City of Dunedin. When putting these containers out for pick-up, they must be placed no closer than three (3) feet from other objects. At all other times, garbage and trash shall be stored neatly and securely on the property, but NOT at the front of the Lot/Unit. No trash or garbage shall be dumped on vacant lots, around recreational areas, or across fences around the perimeter of the Community.
- 2. Pick-up will be Wednesday, and containers may be placed at curbside on Tuesday evening after 5:30 PM. Please do not place containers in the road. Pick up days are subject to change.
- 3. Excess brush shall be tied or put in tightly secured plastic bags and placed at the curbside for pick up by maintenance.
- 4. Any waste materials resulting from coach renovations must be removed and disposed of by the contractor, Unit owner, or Resident. They must not be disposed of in the Community dumpsters. Unit owners and Residents may need to rent a dumpster, at their own expense. The Unit owner or Resident will need to notify the Association office if they is planning on placing a dumpster on his lot. Pricing for the dumpster rental is available in the Association office.

5. Hazardous waste products must not be placed in the dumpsters. These are to be disposed of at a hazardous waste disposal site.

XVII. RESPONSIBILITIES

- 1. Every Unit owner is responsible for obtaining and maintaining adequate insurance on his or her coach.
- 2. The Association is not responsible for loss or damage caused by accident, flood, fire, act of God, injury, theft, act of war, windstorm, or other causes to any coach or personal property of coach owners or their Residents, family, Subtenants, Guests or Visitors.
- 3. The Association is not liable for accident or injury to any person or property through the use by Members, Subtenants, and their Guests or Visitors of Community facilities. Members, Residents, Subtenants, and their Guests and Visitors use these facilities at their own risk and assume liability for any physical damage or personal injury that may occur.
- 4. Members are responsible for damages caused by them, their Residents, Subtenants, their Guests or Visitors.
- 5. As considerate neighbors, Unit owners, Residents, Subtenants, Guests and Visitors shall avoid excessive noise, such as loud radios, TVs or their equipment.
- 6. Neighborhood disputes and personality conflicts are not within the jurisdiction or purview of the Association. Please respect your neighbors, and treat your neighbors with the same courtesy as you would wish to be treated. The Association will not mediate or arbitrate neighborhood disputes and will not take action on such matters unless based upon a violation of the governing documents and these Rules of the Association.

XVIII. GUESTS

- 1. No Guest may occupy the Lot/Unit unless one or more of the Unit owner, Resident, is then in occupancy or unless consented to in writing by the Association. Guests cannot change their status as a guest (maximum 30 days per calendar year) to a Subtenant. Subtenants cannot change their status as Subtenants to Guests.
- 2. Unit owners, Residents, and Subtenants with family or other guests who intend to remain on the Community property for more than 24 hours are required to sign in at the Community office or library.
- 3. Members are responsible for informing their Residents, Subtenants, Guests, and Visitors about the Rules of the Community and are responsible for their Residents', Subtenants', Guests' and Visitors' compliance and actions.

XIX. TRAFFIC, VEHICLES AND BOATS

- 1. The Board of Directors may restrict the operation of all traffic within the Community. Everyone traveling within the Community must comply with the posted traffic regulations and Florida State Motor Vehicle Laws. The speed limit within the Community is fifteen (15) miles per hour. Pedestrians, golf carts, and bicycles have the right-of-way.
- 2. Streets are Fire Lanes and sufficient clearance for ALL vehicles MUST be maintained at ALL times. Unit owners, Residents and Subtenants shall keep their vehicles, including golf carts, scooters, and bicycles parked in their carports. Parking is not permitted on the streets between 11:00 P.M. and 7:00 A.M.
- 3. No parking is allowed on vacant lots, sidewalks, lawns, or blocking of a Unit owners', Residents' or Subtenants' driveway or mailboxes. No parking is allowed in any neighbor's driveway without written permission of the neighbor, a copy of which must be provided to and kept on file in the Community Office.
- 4. Guests must use a Unit owners, Resident's or Subtenant's driveway or designated parking areas by Clubhouse. If a Unit owner, Resident, or Subtenant owns two (2) vehicles, they must be kept in the carport of the coach, and not extend over sidewalk. Common areas are not for 2nd vehicle use or parking.
- 5. Operators of all motorized vehicles within the Community must have a valid driver's license. Golf carts can only be operated by persons sixteen (16) years of age or older who have a valid driver's license if eighteen (18) years of age or older or a valid learner's permit if under the age of eighteen (18) years. After dark, all golf carts, scooters, bicycles and wheelchairs must have lights and have them turned on in the front and rear. Unit owners, Residents, and Subtenants are allowed one (1) insured operable golf cart per Lot/Unit.
- 6. Only minor motor vehicle repairs may be made on personal vehicles at a Unit owner's, Resident's or Subtenant's coach. Inoperable motor vehicles, or vehicles without current license tags and registration, are not permitted in the Community. Vehicles in violation will be towed at the vehicle owner's expense. Painting of vehicles in the Community is prohibited.
 - 7. Skateboards are not allowed anywhere in the Community.
- 8. NO boats, travel trailers, campers, RV's or similar vehicles are allowed on coach sites. In addition, NO boats, travel trailers, campers, RV's or similar vehicles are allowed on the streets within the Community or in designated parking areas overnight.
 - 9. No Commercial advertising is allowed in the community.
 - 10. The Association is not responsible for any loss or damage to, or articles missing from, vehicles parked in the Community.
 - 11. No one at any time is permitted to sleep overnight in a camper, travel trailer, or motor home, even if it is self-contained.

XX. COMPLIANCE AND DEFAULT

In case of a violation (other than the nonpayment of assessments) by a Member of any of the provisions of the Master Occupancy Agreement, the Articles, Bylaws, or these Rules, the Association, by direction of its Board of Directors, may transmit to the Member by registered mail, certified mail, return receipt requested, or other method permitted by law that includes proof of delivery, a notice of the violation. If the violation shall continue for a period of ten (10) days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

- 1. Assess a fine not to exceed \$100.00 per violation for each day of a continuing violation up to ten (10) days, with a single notice and opportunity for a hearing to the Unit owner, and if applicable, its licensee or invitee, pursuant to \$719.303(3), Florida Statutes; provided, however, that no such fine shall in the aggregate exceed \$1,000.00.
- 2. File an action to recover its damages on behalf of the Association or on behalf of other Members.
- 3. File an action for injunctive relief requiring the offending Member to take or desist from taking certain actions.
 - 4. File an action for both damages and injunctive relief.

In any action brought pursuant to this section, attorneys' fees. the prevailing party is entitled to recover reasonable

XXI. COMMITTEES

All Committees and/or Club's handling funds shall provide detailed monthly financial reports and bank statements to the Board of Directors.

XXII. MISCELLANEOUS

- 1. Vandalism on private or Community property should be reported promptly to the police and Management.
- 2. No noxious, offensive, dangerous, illegal or unsafe activity will be carried out on or in any coach, Lot/Unit, the common areas, nor will anything be done therein either willfully or negligently, which may be or become an annoyance to the other Residents.
- 3. No Unit owner, Resident, or Subtenant will make or permit any disturbing noises by family, friends, Guests or Visitors, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit owners, Residents, or Subtenants.
- 4. Any Rules that are contrary to any law of any jurisdiction in which the Community is located will not apply or be enforced. However, the other provisions of these Rules will not be affected and will continue in full force and effect.

- 5. The rights of the Association contained herein are cumulative and failure to exercise any right shall not operate to forfeit that or any other rights of the Association. No waiver by the Association of any Rule herein shall be deemed to constitute or imply a further waiver of that or any Rule.
- 6. All Rules posted at the Clubhouse or other recreation and common facilities shall be made a part of these Rules as if written herein.

If you require a caregiver for medical and/or health reasons you must obtain a written authorization from your physician. Physician form must be presented to office and a caregiver form and criminal background check (fee payable to office) must be filled out and completed for Board approval. Written authorization from your physician must be renewed annually.

7. The Rules and Regulations as presented herein are adopted by the Board of Directors and supersede and replace all Rules that were previously in effect.

Closing the Coach for the Season:

What the park expects you to do before you leave for the summer.

- a) Any items outside of the coach or in the carport must be secured.
- b) Garbage containers must be tied down or left in the shed. The park is not responsible for any items.
- c) All other outdoor items (chairs, tables, flower pots, figurines, etc.) must be put inside the shed or coach.
- d) Trim all shrubs and plants, etc.
- e) Make sure gutters and downspouts are clear.
- f) Make sure water is turned OFF.
- g) DO NOT leave any items unsecured behind the coach.
- h) Make sure the office has a good contact number so you can be reached while away.
- i) Put a change of address in with the Post Office.
- j) Cancel your local newspaper delivery service.
- k) Disconnect battery cables to e-bikes, golf carts and vehicles.

EXHIBITS

EXHIBIT A POOL RULES

EXHIBIT B MOBILE HOME STANDARDS

EXHIBIT C HOME INSPECTION FORM