

**RULES AND REGULATIONS
OF OAK GROVE MOBILE HOME PARK
A RESIDENTIAL COOPERATIVE
Effective 11-11-14**

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of all the people who reside in OAK GROVE MOBILE HOME PARK ("Park") and to improve and maintain the appearance and reputation of the Park. All residents and their guests must obey these rules and regulations.

These rules have been established by the Board of Directors of the HOME OWNERS ASSN. INC., OAK GROVE owner of the Park, and may be changed from time to time, by a majority vote of the Board of Directors. They are based in part on Florida State laws and regulations and requirements of Sarasota County.

1.0 DEFINITIONS

- 1.1 Corporation - "Corporation" means HOME OWNERS ASSN. INC., OAK GROVE, the owner of the Park and Landlord to both Owners and Non-Shareholder
- 1.2 Owners. Owner - "Owner" shall mean the person(s) owning a membership certificate, also called a share, issued by the Corporation. Owner is also referred to as Member or Shareholder
- 1.3 Non-shareholder Owner - "Non-shareholder Owner" shall mean a person(s) who own a mobile home or R.V. (recreational vehicle) in the park but are not Owners
- 1.4 Renter - "Renter" shall mean the person(s) in a mobile home who is not an Owner or Non-shareholder Owner.
- 1.5 Resident - "Resident" shall mean Owner, Non-shareholder Owner or Renter
- 1.6 Park – “Park” shall mean OAK GROVE MOBILE HOME PARK.
- 1.7 Board – “Board” shall mean Board of Directors of the Corporation.
- 1.8 Management - "Management" shall mean that person(s) or firm hired by the Corporation to conduct day-to-day operation of the Corporation.
- 1.9 Unit – “Unit” shall mean the designated plot of land, also called “lot”, assigned to an Owner or Non-shareholder Owner.
- 1.10 Residence – “Residence”, also called “home”, shall mean the mobile home or R.V. (recreational vehicle) with appurtenances in which an Owner or Non-shareholder Owner lives.

2.0 FEES ASSESSMENTS AND RENTS

- 2.1 For Owners: All monthly assessments are due and payable the first day of each month in advance. Fees Assessments become delinquent if not received by the 5th day of each month due. Interest and Administrative late fees are pursuant to Article 13 of the Master Form Proprietary Lease Any payments will first be applied to interest accrued by the association, then to any administrative late fee and other collection costs, and then to the delinquent assessment.
- 2.2 Owners, Non- Shareholder and Renters are required to pay rent and/ or maintenance fees in advance, as approved by the board. Taxes, Ad Valoram Taxes, utilities, fine for violations or additional charges made by township, county, state, government or utility companies, must be paid within 30 days or as designated. For Owners, the administrative late fees are pursuant to Article 13 of the Master Form Proprietary Lease. All payments will first be applied to maintenance fees. Remainder will be applied to any outstanding charges. For

Non-shareholder Owners: All monthly rents are due and payable the first of each month in advance. Rents and any user fees become delinquent if not received by the office by the 5th day of the month in which they are due. A \$15 charge will be added to any amounts due each month that rent is delinquent.

3.0 RESIDENTS

3.1 No more than two (2) people may occupy a mobile home or recreational vehicle. One occupant must be 55 years of age or older and the other at least 40 years of age, unless previously approved in writing by the Board of Directors prior to occupancy.

3.1.1 Members of the Owner's or Non-shareholder Owner's immediate family may occupy the mobile home for no more than fifteen (15) consecutive days with a total of thirty (30) days per calendar year per person while the Owner or Non-shareholder Owner is absent if one of the immediate family members is 21 years of age or older. Immediate family occupying unit while Owner or Non-Shareholder owner is away is included in the thirty (30) Days allowable total for all guests and/ or family (Please refer to rule 5.1)

3.1.2 Owners or Non-shareholder Owners must inform the Office prior to their family members' visit for verification of relationship and term of stay. Immediate family is defined as parents, brother(s), sister(s), son(s) or daughter(s) and their spouses and children.

3.2 All prospective Park residents must be approved in writing before the sale, rental, or lease of a mobile home is consummated. Approval procedures are as follows: Application with fee, background check, in person interview/orientation which is conducted before first occupancy. If the prospective Park residents are not in town for the in person interview/orientation that event will be held by telephone, in which case the prospective Park residents will have to undergo an in person interview/orientation at the time of first occupancy.

4.0 RENTING

4.1 Owners or Non-shareholder Owners must register a NOTICE OF INTENT TO RENT in the Association Office BEFORE they commit to rental agreements. This is required in all cases, including those involving outside realtors, or those rented by Owners or Non-shareholder owners. Failure to comply will result in the owner receiving a onetime warning letter, stating in the event the owner again fails to register a NOTICE OF INTENT TO RENT, it will result in the loss of that Owner's rental privileges. To rent, both Owners and Non-Shareholder Owners must follow the rules stated below: (3) months per calendar year.

4.1.1 Homes may be rented for no more than two (2) times for a total not to exceed three (3) months per calendar year.

4.1.2 Minimum rental period is for at least one (1) month and no more than three (3) months.

4.1.3 Application with fee, background check and interview/orientation are required before Renters occupy any home.

4.1.4 The Board of Directors may approve, in writing, the extension of rental period as long as the total rental period does not exceed three (3) months per calendar year. Any extension is counted as a separate rental period.

Since this is a substantial change in the use of the units homes in the community, this rule will be effective as to any and all Owners who acquire their property or are added to share certificates after the final adoption of these Rules and Regulations *as amended*.

4.2 Rentals allowed by the foregoing exceptions or as a result of grandfathering set forth above must abide by the following rules. Shareholders must register a NOTICE OF INTENT TO RENT in the Association Office BEFORE they commit to rental agreements. This is required in all cases, including those involving outside realtors, or those rented by Shareholders. Failure to comply will result in Shareholder receiving a one time

warning letter, stating in the event the Shareholder again, fails to register a NOTICE OF INTENT TO RENT, it will result in the loss of the rental privilege. To rent Shareholders must follow the rules stated below;

- 4.2.1 Homes may be rented for no more than (2) times, for a total not to exceed six(6) months per calendar year.
- 4.2.2 Minimum rental period is for at least one(1) month and no more than three (3) months.
- 4.2.3 The Board of Directors may approve, in writing, the extension of rental period for a maximum of three (3) months. Any extension is counted as a separate rental period.
- 4.2.4 Application with fee, background check and interview/ orientation are required before Renters occupy any home.

5.0 GUESTS

5.1 Guests, including family members, must be registered upon arrival if staying overnight. Each guest of the Owner and/or Non-Shareholder Owner residence is allowed limited to fifteen (15) consecutive days in the residence with a maximum total of (30) thirty days per calendar year in total for all Guests, including family members (time in Rule3.1.1 included into this thirty (30) days per year). The spouse of the Owner and /or Non-shareholder Owner is exempt. Visits longer than thirty (30) days require prior written permission of the Board of Directors.

5.2 Residents are responsible for the conduct of their guests and must pay for any damages to the Park facilities, equipment, etc. that are the result of their guests' actions. Children under age of 18 must be supervised by an adult while using any community amenities. Skateboarding and ballgames are prohibited within the association boundaries.

6.0 HOME SALES

6.1 Shareholders must register a NOTICE OF INTENT TO SELL their share/unit in the Association Office BEFORE the sale.

6.2 Application with fee, Background checks and interview/orientation are required for all new buyers

6.3 No person(s), corporation, or shareholder(s) is permitted to own more than ONE share/unit in the Park, unless a shareholder purchases a second unit within the park for his or her occupancy. In that case, temporary ownership of two (2) shares/units is permissible. The unit the shareholder(s) moved from must then be placed for sale at a substantiated market value within a sixty (60) days period and remain "for sale" until sold.

7.0 PETS

7.1 One small pet (dog or cat), not to exceed 25 pounds in weight, is allowed to live in the unit residence provided:

7.1.1 The pet is kept quiet and not allowed to unreasonably annoy the neighbors.

7.1.2 The pet is kept on a leash when outside the mobile home.

7.1.3 The pet shall be walked only to, from and on the outside perimeter between blocks 2 & 7, and the area is left clean.

7.1.4 All dogs must have veterinary proof of current vaccination, a current license, and a picture of the pet must be provided with all paperwork.

7.1.5 Pet waste must be picked up and disposed of in the pet owner's, not neighbor's facility.

7.1.6 Pets are not allowed in the Recreational Areas, in the Recreation Building or at the Swimming Pool.

7.2 Caged birds must not unreasonably disturb other residents

7.2.1 No rodents or snakes or iguanas are allowed, caged or not. Other kinds of pets must be approved on a case by case basis.

7.3 Residents shall discuss the acquisition or replacement of any pet with the Park Manager prior to acquiring or replacing a pet. Since this is a substantial change in the pet rule, this rule will be effective to all owners. When a "grandfathered" pet dies or otherwise is not returning to the home, that pet cannot be replaced if doing so would result in there being more than one pet in the home.

7.4 For those residents who were grandfathered as being allowed to have more than one pet prior to these rules being amended, if any more than the current allowed number of one pet is lost or dies, it may not be replaced.

Since this is a substantial change in the pet rule, this rule will be effective to all pet owners on the date of the final adoption of these Rules and Regulations as amended.

8.0 LOT MAINTENANCE

8.1 Owners and/or Non-shareholder Owners are required to keep their lots clean and orderly. Appearance and maintenance are subject to management approval. Edges of street must be free of obstructions. Owners and Non-shareholder Owners are responsible for care of their flowerbeds, shrubs and citrus trees. When plants have been removed from planters for the summer, covering should be used to keep weeds from growing while the home is unoccupied.

8.2 Maintenance of trees is the responsibility of the Park. Citrus tree owners are responsible to pick up the fallen fruit from the tree at their unit to prevent flies, bees, rodents and mower problems. Do not plant new trees, trim or removed existing trees without the prior written permission from the Board of Directors. Planting of thorn producing plants is prohibited.

8.3 The Maintenance Department provides lawn care throughout the park. For safety and effectiveness of the maintenance and mowing crews, a five-foot clearance between homes must be maintained as well as a five-foot clearance in height from the ground for trees and bushes. The canopy of any tree or bush must have a five-foot clearance to allow for safe operation and clearance for the mowing crews. The Board and/or Management may require the removal of any vegetation that is deemed to be a health, safety or clearance factor for those persons operating mowers, trimmers, edgers, etc. Absent homeowners will be notified with pictures of violations so they may correct the problem(s) before action is taken.

8.4 Mobile homes and attachments must be maintained by the Owner and/or Non-shareholder Owner and must comply with all applicable laws, ordinances and regulations of state, county and the Park rules and regulations. If an Owner fails to maintain his/her home and lot, the Board of Directors may order needed maintenance and charge the Owners for the cost of the work.

8.5 Plans for any addition, construction or change outside the mobile home must meet Park specifications approved in writing by the Board of Directors before changes are made. Home Owners and/or Non-shareholder Owners must complete an "Architectural & Landscaping Variance Request" and submit it to the Park Office for review and approval by the Building & Grounds Committee then to the Board of Directors if required.

9.0 UTILITIES

9.1 Englewood Water District (EWD) serves each home and RV Lot with potable water. Residents pay EWD for their water service.

9.2 Non-potable water for washing cars, carport, and homes, and for watering flower-beds is available from faucets in back of home sites. Observe State and County water use restrictions. Do not alter non-potable water

lines. Do not install permanent fixtures to hose hook-ups. Water hoses must have nozzles and must not be left unattended while the faucets are open. There is no charge for non-potable water.

9.3 Sewage lines are the responsibility of the Park up to the connections outside the mobile home, carport and appurtenances, where the mobile home is connected to the Park systems; but making access available to the lines is the Owner's/Non-shareholder Owner's responsibility. The Park Corporation is not responsible for the sewerage lines that run through and under the mobile home, carport and appurtenances. That portion is the mobile home Owners'/Non-shareholder Owners' responsibility.

9.4 Do not dispose of harmful chemicals or anything (including personal hygiene products) that will cause blockage to drains or toilet(s). The cost of repair of damage to the central system that is traceable to a home will be charged to the Owner or Non-shareholder Owner of that home.

9.5 The Association is responsible for the backboard for electric meters. The Association is not responsible for water pipes and electric power lines. The Owner/Non-shareholder Owner is responsible for their electric lines from the point where it leaves the meter, including the disconnect box, and all lines to and within their mobile home and appurtenances.

9.6 Please use designated areas in the perimeter or behind the Recreation Hall for outdoor drying.

10. VEHICLES

10.1 No parking is allowed on streets, on lawns, on empty lots, or R.V. pads. Designated areas for temporary parking on all of the perimeters of the park are limited to guests, visitors, and residents' second vehicle. Guests and visitors parking is limited to a period of thirty (30) days per calendar year. Residents shall park their vehicle(s), boat, boat trailer, car, van or truck s. u. v., etc. under cover of carport. No unregistered vehicles are to be parked in the perimeters or the common areas of the Park. Recreational vehicles, campers and trailers of any type shall not be parked on the perimeters of the Park, except for limited days and only with Management's prior written permission.

10.2 With the exception of written Board approved golf carts, motor scooters, and mini bikes; no resident is allowed more than two (2) vehicles in the Park, of which only one may be parked in the perimeter.

10.3 Only Park Owners and/or Non-shareholder Owners may park a boat or car or truck under another Owner's or Non-shareholder Owner's carport while the Owner or Non-shareholder Owner is absent from the Park, and only with the Owner's or Non-Shareholder Owner's written permission, which permission must be provided to the Park Office on an annual basis.

10.4 Effective upon adoption of this Rule, no owner or renter or any other person may possess or use a motorcycle as defined in the Florida Statute 322.01 within the boundaries of the Association property. Since this is a substantial change from the former Rule, any and all owners or persons having prior written approval of the Board of Directors that currently have a motorcycle on the Association property are grandfathered, but they may not replace their now current motorcycle.

There is no blanket approval for these vehicles or vessels and approval may be rescinded at the will of the Board. Effective upon adoption of this Rule, no owner or renter or any other person may possess or use a motorcycle as defined in the Florida Statute 322.01 within the boundaries of the Association property.

10.5 Speed limit is ten (10) miles per hour throughout the Park. All vehicles must observe the traffic control signs. Pedestrians have the right-of-way over all vehicles. Bicycles, tricycles, golf carts, motor scooters, jazzy carts, and minibikes have the right-of-way over larger vehicles.

11.0 FACILITIES

11.1 Rules and Regulations for the use of the Recreation Hall, swimming pool, shuffleboard courts, bocce court, and laundry room are posted. Observe these rules.

11.2 Do not carry open alcoholic beverages on the streets of the Park. Alcoholic beverages are allowed at events sponsored by the Acorn Club or a Park resident in the Recreation Hall or the picnic areas with the prior written approval of the Board of Directors. Residents are allowed to have alcoholic beverages under their carports.

11.3 The smoking of cigarettes, cigars, pipes, or similar items on Recreational Areas of the Park is prohibited.

12.0 MISCELLANEOUS

12.1 Any CB radio or antenna within the Park that interferes with television or radio reception must be corrected or removed from the Park.

12.2 Quiet time shall be enforced between 10 p.m. and 8 a.m. daily and at all times on Sunday and national holidays. Excessive noise from radio, television, or talking during quiet times is prohibited. DO NOT infringe on any other Resident's unit. Quiet times for construction, machinery or tools (manual or power) shall be enforced between 8:00pm and 8:00am daily and at all times on Sundays and national holidays.

12.3 Any act committed by a Park Resident, Renter or Guest which unreasonably disturbs other Park Residents or endangers the health, safety, property or peaceful enjoyment of the Park or its occupants is a violation of these rules.

12.4 Selling or soliciting of any commercial enterprise is not allowed in the Park. Exceptions, such as an internet business that does not create additional traffic or parking issues, will be considered but MUST BE APPROVED prior to inception, by permission in writing from the Board of Directors. If you are aware of any commercial enterprises within the Park, please notify the Park Management.

12.5 The Park Office is closed on weekends and national holidays. Business hours are posted on the office door. If there is an Emergency, please follow posted directions. If there is a need for police, fire department or ambulance service, dial 911 and then notify the Park Office.

12.6 All persons must wear shirts and pants or cover-ups in common areas. Bare feet and bathing suits are allowed in the pool area only.

12.7 Rummage Sales are limited to participation in the annual park sale which is normally held in February. The Board of Directors or Manager may approve moving sales in writing prior to any such sale occurring.

12.8 Discharging of any kind of firearms on Park premises is prohibited.

13.0 PROCEDURES AND ENFORCEMENT

13.1 Management requires a written request from a Resident before acting on a complaint. This creates a paper trail for future action. Any Resident report of a rules violations must be IN WRITING, SIGNED, and registered in the office.

13.2 The Corporation reserves the right to impose fines and/or suspend use rights pursuant to Florida Statute section 719.303 in regards to the Owners, their guests, subleases and agents or renters.

13.3 Repeated violations will be processed by the Associations attorney's attorney in compliance with Florida State law. All attorney's fees resulting from legal action shall be borne by the party who fails to prevail in such a case.

These Rules and Regulations Are Effective November 11, 2014 and updated 10/10/2016 and render all written Rules and Regulations Prior to this date Null and Void.