RAINBOW RIVER BUNGALOWS

RULES AND REGULATIONS

Management of this Park offers Equal Housing Opportunities. We do business in accordance with Federal Fair Housing Laws and will not illegally discriminate against any person because of race, color, age, religion, sex, handicap, familial status or national origin in the sale or rental of housing or residential lots; advertising the sale or rental of housing; financing of housing; or in providing real estate brokerage services.

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

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

1. ENFORCEMENT OF RULES AND REGULATIONS.

- A. Prior to admission to this Park, each Resident must read the Park rules and regulations as set forth herein. Please note that ignorance of a rule or regulation cannot be accepted as an excuse for violation. Every effort will be made by Park Management to ensure that the rules and regulations are enforced and that your safety and comfort are not disturbed. Your cooperation is absolutely essential in enforcing these rules and regulations.
- B. Notwithstanding Park Owner's express intent to enforce the Park rules and regulations and to require compliance therewith by all Park Residents, compliance and enforcement is a matter between the Park Owner and the offending Resident, and as such, no other Home Owner or Resident has any right against the Park Owner relative to enforcement of the rules and regulations against another Resident.
- C. It shall be considered a violation of these rules and regulations if a mobile home owner shall lose possession of his mobile home for reason of foreclosure of a lien against said mobile home or as a result of a sheriff's levy; assignment for the benefit of creditors; bankruptcy and/or receivership. Any successor in interest who may have possession, care, custody and/or control of the Home Owner's mobile home may not except as required by Chapter 723, Florida Statutes, be allowed to maintain occupancy of that mobile home in the Park. This limitation does not pertain to the ordinary sale of a mobile home which home otherwise meets Park standards and is sold to prospective purchasers who are otherwise acceptable Home Owners for entry into the Park.

2. NOTICE OF VIOLATION OF RULES AND REGULATIONS.

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

3. ACCEPTANCE OF LOT RENTAL AMOUNT/LATE CHARGE & DELINQUENT NOTICE.

Lot rental amount, including governmental and utility charges and assessments, is to be paid in full. Timely payment in full is required; partial payments will not be accepted. Lot rental amount payments are due on the first day of each month and must be paid on or before the fifth day of the month. A late charge will be assessed to any Resident whose payment is not received by Management (including mailed-in payments) on or before the fifth day

of the month. Resident must pay by personal check, cashier's check, money order, certified check, or bank electronic funds transfer. Park Owner reserves the right to refuse a personal check, or to require that personal checks be drawn on financial institutions licensed or authorized to do business in Florida, including international banking corporations or international development banks licensed pursuant to Chapter 663, Florida Statutes. Park Owner may require proof of such licensing or authorization before acceptance of a personal check. A charge will be assessed to Resident for any personal check that is not honored for any reason. Additionally, in the event a personal check is returned not paid for any reason or proceedings are instituted to enforce Park Management's rights, Park Management may require that payment of lot rental amount be made by certified funds, a money order or bank electronic funds transfer only. Lot rental amount is payable only in UNITED STATES FUNDS. The Resident's Lot Number must appear on the check, money order, or bank draft. For safety purposes, cash is not accepted for any reason. In the event that the Resident fails to pay the lot rental amount on or before the fifth day of the month, Park Management will issue a Delinquent Notice requiring the Resident to either pay all monies due or be subject to an eviction action pursuant to section 723.061, Florida Statutes, seeking removal of their home from the Park. In the event that Park Management chooses to initiate legal proceedings for eviction, the prevailing party shall be entitled to a reasonable attorney fee in addition to court costs.

4. OCCUPANCY.

- Any person applying for admittance as a Resident of the Park must fill out an application for residency, pay an application fee and be interviewed by Park Management. All prospective Residents must be approved by Park Management and must sign a lease agreement prior to occupancy of a mobile home currently in the Park or moving a mobile home into the Park. Park Management has the right to reject a prospective Resident for any reason not prohibited by law. Park Management will not approve a prospective Resident who provides false or misleading statements, whether orally or in writing, within the rental application or in any statement or document offered in support of a request for residency approval. Each Home Owner, resident and occupant of the home must be approved for residency by the Park Manager. No one other than those executing the Lot Rental Agreement shall be allowed to own or to reside upon the lot set forth in the Lot Rental Agreement without prior written consent from the Park Manager. Written approval of the Park Manager is required as to any change in the name or number of persons in the mobile home. The purchase of a Resident's home by those who have not executed the Lot Rental Agreement or obtained written consent from Park Management shall not constitute permission or right for the purchaser(s) to reside within the Park. An Application for Residency and credit check must be completed and approved, a Prospectus delivered, and a Lot Rental Agreement signed, prior to: (i) arrival of the Home Owner's mobile home in the Park; or (ii) occupancy of a home already in the Park. The Park Manager reserves the right to refuse to accept further lot rental amount and terminate the Lot Rental Agreement of anyone who, after proper notices pursuant to section 723.061, Florida Statutes, fails to comply with these rules and regulations.
- B. Approval by non-discriminatory qualifications will be considered by using the policies governed by the Mobile Housing Institute, in that all applicants are required to have two years of verifiable Landlord or Mortgage references. All Applicants are required to have a checking account in US Funds. All Applicants are required to have a state or government-issued form of identification. -All Applicants are required to have verifiable income, which equals at least two and a half times their monthly housing costs. (Monthly housing costs include house payment, lot rental amount, insurance and utilities.) -All Applicants are required to provide proof of ownership and proof of insurance for their motor vehicle(s). Once approved, all Applicants will be required to submit a copy of the title transfer application on the home, indicating the title has been transferred to the new owner's name, and will be required to sign a Lot Rental Agreement (lease).
- C. Only homes owned and occupied by persons who have applied for residency in the Park and who have been approved as such by Park Management are permitted to reside in the Park. The principal occupant of each home in the Park must be its legal owner. Each Resident at or over the minimum age established herein or otherwise approved by Park Management for residency in the Park must have signed a copy of the Lot Rental Agreement prior to occupying the Home. The Park Owner or Park Manager does allow subleasing of the Home upon prior written approval. In some cases the Park Owner may allow a corporation, family trust or partnership to own a home. In such limited cases, the principal occupant must be qualified and approved for tenancy in accordance with these rules and regulations.

D. Lot rental amount is based on two (2) persons per home.

5. PROCEDURES FOR REVIEW OF REQUEST FOR OCCUPANCY.

- A. Prospective Residents of the Park must be approved by Park Management. Approval is based upon: (1) completion of a questionnaire provided for this purpose; (2) credit, background and reference check and criminal history check; and (3) an interview of all persons planning to occupy the mobile home. Such written approval will not be unreasonably withheld; however, Park Management does reserve the right to refuse admission to the Park by any person(s) not deemed suitable to Park Management in its sole discretion. Any misrepresentation, whether written or oral, made by the prospective Resident (Home Owner) in information provided on the registration card or credit application; or statements as to number, age, or identity of persons residing in the Home; or about pets, personal background, or past landlords, is deemed material and fraudulent and made to induce the Park Owner to admit the prospective Resident (Home Owner). Any such misrepresentation shall be deemed a conclusive breach of the Lot Rental Agreement and shall void the approval of the request for occupancy.
- B. The prospective Resident must provide evidence of gainful employment and provide the name, address and telephone number of the employer and the name of the supervisor, if applicable, so that employment information and salary can be verified, and must provide consent to the employer to divulge the information to Park Management. Prospective Residents living on investment or pension income, social security, A.F.D.C. or other governmental aid must provide proof of amount of income and durability of income, along with necessary consents to verify the information.
 - C. Factors to be considered in review of an application for residency:
- (1) Credit rating by individuals or businesses having credit experience with Resident or by credit bureau report.
 - (2) Reports from previous landlords and current landlord.
 - (3) Report of employer as to veracity, trustworthiness and character.
- (4) Resident must provide copy of Title, Bill of Sale, Contract or other written evidence showing ownership of the mobile home to be located in the Park, and the name, address, account number and telephone number of any lien holder.
- D. Grounds for denial of residency in the Park: Denial may result because of the existence of any of the following items, but is not limited to such items:
 - (1) Falsification of information on application.
 - (2) Refusal to provide requested information.
- (3) Conviction of a crime (other than a minor traffic infraction) under the law of any state, or the United States or conviction or violation of the laws or ordinances of any state, or the United States or any county, municipality or local governmental entity which would have endangered the life, health, safety or property of the Residents of the Park or interfered with the peaceful enjoyment of the Park by its Residents.
 - (4) Unfavorable credit information.
 - (5) Unfavorable report of present or previous landlord.
 - (6) Unfavorable report of employer.
 - (7) Lack of showing of ability to meet financial obligations to the Park.
- (8) Home to be located in Park not in compliance with the Park's requirements as set forth herein or in the Park's Prospectus.
- (9) Home to be located in Park over 5 years old. This criteria may be waived by Park Management upon inspection and approval of the Home.
- (10) Exhibiting attitude to Park Management that the rules and regulations of the Park will not be respected and followed by applicant.
 - (11) Refusal to sign Park lease.
- (12) Refusal to pay a financial obligation disclosed pursuant to section 723.035(2), Florida Statutes, and uniformly charged by the Park to incoming Residents.
 - (13) Refusal to read and accept the rules and regulations.

- (14) Having too many persons or a pet that does not qualify.
- (15) Failing to provide proof of ownership of the mobile home or of any other vehicle owned or used by the prospective Resident and to be kept or used in the Park, and the information regarding any lien holder.

6. SALE OF MOBILE HOME.

- A. A Home Owner has the right to sell his mobile home within the Park, and the prospective purchaser may become a resident of the Park. However, the prospective purchaser must qualify pursuant to the requirements of these rules and regulations, complete the requisite application, pay an application fee and be approved by Park Management. Thus, any prospective Home Owner must qualify for and obtain prior written approval of Park Management to become a Resident of the Park.
- (1) Home Owner has the right to sell his/her mobile home while such home is located in the Park in accordance with the terms of these Rules and Regulations established from time to time pursuant to section 723.037, Florida Statutes, by Park Management; provided, however, Home Owner shall give Management the first right of refusal to purchase Home Owner's mobile home as provided in these Rules and Regulations. Upon receipt of a fully executed purchase agreement for the sale of Home Owner's mobile home (the "purchase agreement"), Home Owner must give Park Management written notice of the purchase agreement with a copy of the Purchase Agreement attached (the "notice"). Park Management shall have ten (10) days following its receipt of the notice (the "option period") to elect to purchase Home Owner's mobile home upon the same terms and conditions set forth in the purchase agreement. Park Management election to purchase the mobile home shall be made by written notice thereof to Home Owner prior to the expiration of the option period. If the sale of the mobile home by Home Owner does not timely occur, then Park Management's right of first refusal shall reapply to any further sale of Home Owner's mobile home. Park Management may seek injunctive relief to enforce this provision if Home Owner fails to strictly comply.
- (2) Application Form. The Park Owner is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser, or as relates to the proposed lessee, as may reasonably be required by the Park Owner in order to enable the Park Owner to responsibly investigate the intended purchaser, or proposed lessee within the time limits extended to the Park Owner for that purpose as hereinafter set forth. The application shall be completed and submitted to the Park Owner along with and as an integral part of the notice. An application fee shall be charged to the Home Owner transferring his mobile home or lot, which fee shall accompany the application form.
- (3) Application Fee -- This fee will be charged by the Park Owner, as allowed by law, to cover the cost of interviewing the prospective Resident, processing the application for residency along with other relevant documents, investigating the personal background and references of the prospective Resident, in qualifying a prospective Resident of the Park.
- (4) Failure to Obtain Approval of Park Owner. Any person who purchases a mobile home situated in the Park but does not, prior to occupancy of the Home, qualify as, and obtain consent of the Park Owner to become a resident of the Park, shall be subject to eviction pursuant to section 723.061(1)(e), Florida Statutes.
- Disapproval by the Park Owner. The Park Owner may disapprove the application of a prospective purchaser to become a resident of the Park if the prospective purchaser does not qualify under the Park rules and regulations to become a Park Resident. Such disapproval shall be grounds to deny such purchaser the opportunity to assume the Resident's lease and shall be grounds for eviction in the event such proposed purchaser has taken possession of the respective home. In the event of disapproval, the Park Owner may pursue all remedies available at law or in equity.
- B. PLEASE NOTE: Only one previously chosen Bungalow will be allowed in this park. Your home is to be constructed to the exact same specifications as the model home located in the front of the park. The exterior colors will be chosen by park management while the interior colors are to be chosen by the homeowner. A Home

Owner may display one "For Sale" sign, no larger than 12 inches x 18 inches, inside the mobile home window only. This sign may display only the words, "For Sale" or the equivalent plus an address or telephone number where further information may be obtained. Because of safety and security considerations, any home offered for sale must be registered with the Park Office before a sign is displayed. All outside realtors, brokers, home movers or service companies working in the Park must show proof of insurance before starting work. Those without proof of insurance on file will be stopped from performing work inside the Park until such proof of insurance is presented to the Park Office.

- C. The Park Owner requires that all mobile homes in the Park be maintained in conformance with the Park's established standards for quality, safety and appearance as set forth in these rules and regulations. Failure to meet the Park's requirements within 10 days of written notice shall be a violation of these rules and regulations.
- D. Park Management requires that Residents comply with the requirements of all governmental agencies, including but not limited to those of the Department of Motor Vehicles, State of Florida, the county where the Park is located, and HUD.
- E. All homes within the Park are subject to regular external inspections and failure to comply with the standards stated in these rules and regulations shall result in a notice of rule violation and may result in termination of residency pursuant to section 723.061, Florida Statutes.
- F. The application and approval procedure set forth in this rule applies to the transfer of a mobile home which has been inherited, foreclosed upon, or otherwise transferred by law.
- G. Any home offered for sale must be registered with the Park Office before a sign or flyer holder is displayed. All outside realtors, brokers, home movers or service companies working in the Park must show proof of insurance before starting work. Those without proof of insurance on file will be stopped from performing work inside the Park until such proof of insurance is presented to the Park Office.

7. REMOVAL OF MOBILE HOME.

- A. Lot rental amount for the balance of the current lease term will be owed as to any home which is moved and the lot vacated prior to the end of the lease term. In the event a Home Owner intends to move his mobile home from the Park he must give written notice to Park Management of that intent at least 30 days prior to the end of the lease term. Movement of homes from the Park must be made between 8:00 a.m. and 5:00 p.m. so Park Management may have an inspector present. Only transporters of mobile homes, properly authorized by governing authorities, are permitted to move homes into or out of the Park. Such transporters must provide Park Management with a certificate of insurance in the amount of \$2,000,000.00 to insure against damage to Park property. Prior written permission from the Park Owner is required prior to any move of a mobile home either into or out of the Park. All current charges must be paid in full at the Park office before the Home is moved from the Park.
- B. Home Owner shall require Contractor to deliver to Management: (1) a security deposit (the "Deposit") or a surety bond ("Bond") which security deposit or surety bond is the exclusive responsibility of the Contractor and which shall be in an amount which is the greater of \$20,000 or 110% of the amount of the removal contract, which deposit or bond and which shall serve as security to insure the removal of the improvements in a workmanlike fashion and for restoration of the lot, and (2) a certificate of general liability insurance in an amount of not less than two million dollars (\$2,000,000.00) to ensure against personal injury and damage to property. Home Owner shall have 5 days from the date of commencement of the removal of the improvements to complete the removal of the improvements and the lot restoration or Management may use the deposit or the bond to complete said removal of the improvements and lot restoration. In the event of Home Owner's default under the provisions of this rule the contractor shall not be entitled to any refund of any unused portion of the deposit or bond, it being acknowledged that said deposit or bond shall be deemed forfeited should the contractor fail to complete the removal of the improvements in accordance with the terms and conditions of this paragraph. Before the removal of improvements can commence, contractors, home movers and service providers working on the removal of the

improvements or on the lot restoration must show proof of insurance in the amount of \$2,000,000.00 to ensure against damage to Park property, proper licenses and permits.

- C. Any resident who removes his home is responsible for removal of all discarded materials including but not limited to all concrete, trash, steps, planters, patios and footers etc. The home site must be left in a clean and neat fashion. Any expenses incurred by Management in restoring the site to the condition of a well maintained lot in the Park will be charged to Home Owner. All utility connections shall be sealed and identified. When these obligations have been met, Home Owner shall notify Management and an inspection of the lot will be made. Once Management determines that the lot has been properly cleared, Home Owner's responsibility for lot rental amount shall cease. If Resident fails to properly clear the lot, Management shall do so and Resident shall be charged a fee for cleanup.
- D. Park Management and owner assume no responsibility in the event that a dealer, bank or other secured party should opt to remove the mobile home of a Home Owner from the Park, except for Park Management's failure to perform a duty or negligent performance of a duty as implied by law.
- E. Removal of a home during the lease term without prior written consent of Management shall constitute a breach of Home Owner's lot rental agreement and subject Home Owner with the obligation for payment of all lot rental amount owed for the remainder of the lease term. Home Owner must be current in payment of its lot rental amount and other obligations to the Park and if the home is to be moved prior to the end of the current lease term prepay or make arrangements acceptable to Management to pay the lot rental amount, and user fees if applicable, through the end of Home Owner's current lease term. Home Owner is advised that Management retains a lien on the home and its accessory structures on the lot for any unpaid lot rental amount pursuant to Section 713.691, Florida Statutes.

8. SETUP: NEW AND RESALES.

- A. The location and positioning of the Home on the lot will be carried out under the direction of Park Management. Park Management's written approval of the style and quality, size and type of all proposed additions or other improvements to the Home Owner's home or lot will be subject to Park Owner's prior written approval and will be based on factors such as the size, location, and the proposed location of equipment, additions or other improvements in relationship to other lots in the Park. A plot plan showing the location of the Home, accessory buildings and any improvements existing and proposed to the Home or lot shall be submitted to the Park Owner. Written approval from the Park Owner is required prior to the commencement of any work.
- B. Mobile homes must be placed in a uniform manner, properly blocked, and all utilities connected in accordance with applicable county code, as applicable, and with Park Management's specifications. Mobile homes must be anchored immediately, as required by all governmental regulations.
- C. The Home Owner agrees that the following standards and requirements shall be met and completed by a licensed contractor under a building permit issued by the local City Building Department or other applicable local agency and approved by the Park office.

[INSERT HOME OWNER REQUIRED IMPROVEMENTS FROM PROSPECTUS]

D. All of the materials utilized in connection with the erection and completion of the mobile home as contained within these rules and regulations shall be of a quality, type, style and pattern approved in advance in writing by Park Management. Park Management shall have control over the manner of installation or attachment of the Home and of any accessory structures, and all installation and construction shall be consistent and compatible with other homes in the Park. All home plans and designs shall be approved in writing by Park Management prior to the commencement of the erection of the Home upon the home site. All installations shall comply with Federal, state and local laws, and regulations, and shall comply with all standards referenced within the Park's rules and regulations and the Home Owner's prospectus and Lot Rental Agreement.

- E. No air conditioning unit shall be located in the front window of the mobile home or front wall of any mobile home, or any wall facing a street. Window coverings visible from the street shall be limited to blinds, shutters, drapes, curtains or similar standard window treatments. No aluminum foil, sheets, towels, blankets, mattresses or similar materials (other than window blinds, vertical blinds, mini blinds or drapes) may be placed in windows or doors.
- F. Exceptions. Park Management reserves the exclusive, unrestricted right to grant exceptions to the referenced Home Owner required improvements due to space limitations, design considerations, etc., in cases where the intent of the requirement is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Park by other Residents or when the basis for the variance is deemed sufficient in the discretion of Park Management.

9. LOT IMPROVEMENTS BY HOME OWNER.

- A. Improvements are encouraged; however, any construction of or addition to a mobile home, and its location, including but not limited to porches, skirting, steps, awnings, concrete slabs, carports, stone or concrete walkways, and the like, will not be permitted unless the Home Owner obtains prior written approval from the Park Management and obtains the necessary governmental approvals and permits when required. If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of the Home Owner. In addition to all other remedies available to it, Park Management may require the Home Owner to remove any unapproved construction or addition at the expense of the Home Owner. Please consult the Park Management before doing any digging, as certain utility and service connections are underground. Cost of repairs for damaged underground services will be assessed to the Home Owner who damages any underground service. Each Home Owner is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Park standards, county building and zoning codes, and other restrictions of record. All improvements must be completed within thirty (30) days. For additional information on Park Standards, please see "Lot Care" below.
- B. Improvements made upon utility easements (i.e., sprinkler systems, concrete slabs, etc.) may have to be removed or modified at the Home Owner's expense if the easement holder needs to make use of the easement. To locate a utility easement on your lot, please consult with Park Management.
- C. If a concrete driveway exists on the lot, the Home Owner, at Home Owner's expense, is responsible for maintaining driveway, and if the driveway is damaged during the Home Owner residency, the Home Owner must repair same.
 - D. No impervious materials may be used within this park per Marion County Zoning
 - E. Home Owners must secure their street numbers on the front (streetside) of the mobile home.
- F. No basketball hoops (either portable or stationary), weight benches, trampolines, pools, outdoor exercise equipment or other outdoor recreational equipment, or major appliances are permitted on the residential lot outside the Home. Resident hereby indemnifies and holds harmless Park Owner, its affiliates and its or their officers, directors, employees, assigns and agents with respect to any claims, damages, loss or cause of action arising from the use of the same. No pools are permitted except temporary "toddler" wading pools that are less than 5 feet in diameter and no more than 6 inches deep. Said approved "toddler" pools must be emptied and stored away in an acceptable location following each and every use, and may never be left unattended while containing any amount of water. Resident may not post "Beware of Dog" or "No Trespassing" type signs at the residence.
- G. A gas grill with attached LPG tank (20 pound maximum) is permitted. No other outside gas, oil or fuel tanks (except for home heating and cooking) of any type are allowed in the Park. The use of gas grills shall comply with all applicable codes.

10. LAUNDRY-DRYING

- A. Residents are encouraged to use energy-saving devices and lighting in and around their homes, and to ensure that homes are properly insulated, particularly around doors and windows. In order to maintain an attractive Park, Residents shall locate any outdoor energy-saving devices where they have the least possible visible impact in the Park when observed from Park roadways and common areas or from neighboring home sites. If such placement is not possible, the device shall be placed in the most inconspicuous location possible and shall be shielded from view to the greatest extent feasible.
- B. Energy-saving devices (including portable umbrella clotheslines and solar powered devices and solar panels) must be approved by Park Management in writing prior to installation and must be constructed and installed in accordance with applicable state and local regulations and shall be installed only after all required permits, if any, are obtained.
 - C. Laundry-drying devices shall not be used, unless portable and taken down daily, within the Park.
- D. Hanging of Laundry: No hanging or "sunning" of towels, rugs, rags, or other laundry or wearing apparel is permitted at any time on the mobile home, on or in the carport, screen room, or lanai, or any other temporary or permanent structure on the home site, in the screen room or lanai of the home where they may be visible from the street. Laundry may be hung on portable umbrella clotheslines to be located at the rear of the home. The Umbrella should be closed when not in use. Laundry must be taken in the home when dry and not left out overnight.

11. LOT CARE.

It shall be the responsibility of the Home Owner to ensure that his mobile home and lot are properly maintained. In general, and except as expressly provided to the contrary in the Prospectus or these rules and regulations, each Home Owner is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon, including maintenance of landscaping, including tree trimming and removal, edging and any other landscaping on the home site; trimming mowing, trimming and edging of the lawn and driveway area; maintenance of the irrigation system, if any; home site subsidence (other than that resulting from sinkhole activity) which may cause foundation modification and fill requirements for the home or home site; and any other events which may cause the Home Owner to incur expense to maintain or repair those items within the boundaries of the home site. Trees, while still the responsibility of the Home Owner, may not be removed without having first obtained all required permit(s) and having obtained the prior written consent of the Park Manager. Please arrange yard clean up and maintenance to coincide with curbside waste collection.

- A. All Home Owners must maintain their mobile home, yard, and all applicable buildings in compliance with all county and State of Florida housing and health codes. Each Home Owner shall be responsible for the maintenance and cleanliness of his lot. Bottles, cans, boxes, equipment, or debris of any matter shall not be stored outside or beneath the mobile home, or in a screened enclosure or patio.
- B. Watering hoses may not be left unattended. Excessive watering which causes draining into streets, carports, adjacent home sites or under homes is not permitted. Automatic lawn sprinkler systems must be approved prior to installation and must be constructed in accordance with applicable state regulations after appropriate permits are obtained. The watering of lawns may be restricted to designated days and times of day and by other methods to preserve this resource. The Home Owner must trim and edge along walkways, driveways and streets before they become unsightly. Sod in place on the home site at the time of occupancy must be maintained by the Home Owner. Sod destroyed or damaged by neglect, lack of water, or vehicular traffic must be repaired or replaced at Home Owner's expense. If, in the opinion of Park Management, all or part of Home Owner's lawn needs to be re-sodded, Home Owner will receive written notice from Management to complete this repair within forty-five (45) days at Home Owner's expense.

- C. Home sites are to be kept free of dead limbs, palm fronds and weeds and shall not be permitted to become overgrown. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive written approval from Park Management prior to planting. All trees, shrubs and plants on the lot are the property of the Park and are not to be moved by the Home Owner or by other Residents. Nonetheless, plants and shrubs planted by Home Owner may be removed when vacating the lot with Park Management's approval. Existing trees or shrubs must not be damaged or removed by the Home Owner without prior written permission of the Park Manager. Any tree the trunk of which is on a boundary line of the Home Owner's lot is the shared responsibility of the adjacent Home Owner (if the trunk is located on a shared boundary line between two mobile home lots) or of the Park Owner (if the trunk is on a boundary line separating the Home Owner's lot from a common area of the Park or from an unoccupied lot). Trees that are the property of the Park (those the trunk of which is located entirely within a common area of the Park) may be trimmed or removed by consent of Park Management with costs shared equally by the Home Owner and Park Owner. Dead trees, or trees and shrubs damaged by high winds, or by any other act of God, must be removed by Home Owner, at Home Owner's expense, within seven (7) days of occurrence of death or damage of the affected tree or shrub. Vegetable gardening must be approved by Park Management. Trees and shrubs must be kept well groomed at all times.
- D. Residents who are going to be absent from the Park for more than thirty (30) days must notify the office as to what arrangements have been made for the necessary grounds care as well as any security arrangements for the home, if any. Park Management reserves the right to do the necessary work so that the lot will meet the standards of the Park during Resident's absence from the Park. The costs will be charged to the Resident as set forth in the Prospectus. Residents are required to furnish Management with a current address and telephone number, as well as the name and telephone number of the person responsible for the maintenance of their home and space during their absence.
- E. Mobile home parks by necessity contain extensive underground facilities; therefore, no digging of any sort will be permitted without prior consent of Park Management.
- F. All lawn and maintenance contractors need to have liability insurance policies which must be approved by Park Owner in advance (such approval will not be unreasonably withheld), and a certificate of insurance must be on file with the Park office. The Park must also be added as a loss payee on any applicable insurance policy(ies).

12. PARK STANDARDS FOR HOMES AND HOME SITES.

- A. All mobile homes must be kept in good repair, including utility buildings. Home Owners must immediately repair any water leaks in or from pipes or fixtures that occur in parts of the pipes or fixtures which are the Home Owner's responsibility as set forth in the Prospectus. Broken windows, peeling paint, dull exterior of a mobile home, or dirt, grime or mildew visible from a Park roadway or an adjacent lot must be corrected. The exterior surfaces of the mobile home including the eaves and trim shall be kept free of mildew or discoloration. Mobile homes must be washed at least annually. Peeling, fading, or damaged exterior surfaces must be restored to the condition of a well maintained home in the Park. Changes from the original material and color of a screened area must be approved by the Park Manager prior to installation. All exterior materials used in upgrading must be approved in writing by the Park Manager prior to their use on the Home. The materials used must be consistent with the types of materials used on well-maintained homes in the Park. Upon failure of Home Owner to take appropriate corrective action after receipt of notice, Park Management may, but has no obligation to, have the necessary work performed.
- B. Obsolescence: As the appearance of the mobile home ages, or is damaged or otherwise altered in appearance, if deemed necessary or appropriate by Park Owner, housing or health code enforcement personnel, the mobile home shall be modified so as to be brought to the state of cleanliness and repair of a well-maintained home. While homes may not be required to be brought to an overall "as new" condition, repairs and maintenance may be required to repair or replace damaged, dilapidated or discolored components of the Home visible from the street or from an adjacent home including resurfacing, re-siding, re-roofing, lap-siding or similar modifications.

- C. Any mobile home which does not have skirting maintained in a neat and proper condition, in the opinion of Park Management, must have the skirting replaced with the approved skirting as set out above. If the present skirting is destroyed by windstorm, by an act of God, or by any other means, replacement skirting must be of the approved type.
- D. Should the Home Owner's mobile home be destroyed by fire, windstorm, an act of God, or any other means, the Home Owner must remove the salvage from the lot within thirty (30) days from date of such event or from date of mailing of written notice from Park Owner to Home Owner to remove same, whichever is earlier.
- E. All electrical, sewer, water and gas lines which are the responsibility of Home Owner shall be maintained by Home Owner. There shall be no alterations by Home Owner to any Park-owned utility lines. Home Owner shall be responsible for repairs to utilities as set forth in the prospectus.

13. HURRICANE PREPARATIONS.

- A. Mobile homes, including appurtenances such as carports, screen rooms, and exterior utility rooms, damaged by hurricanes, or by any other cause, must be repaired or rebuilt to the condition of a well maintained home or appurtenance in the Park, or to Park standards as set forth in these rules and regulations.
- B. Each Home Owner or Resident who plans to be absent from the Park during the hurricane season must prepare their home prior to departure by designating a responsible firm or individual to care for the Home during the Home Owner's or Resident's absence in the event that the Home should suffer hurricane damage. The designated firm or individual shall be registered with Park Management. The designated firm or individual shall contact Park Management for permission to install or to remove hurricane shutters or perform other hurricane preparation related work on the Home. If permission is given by Park Management for the performance of such work, then the approval shall be conditioned upon Park Management also approving the quality of the materials to be used and the aesthetic appearance of the materials.
- C. Hurricane tie-downs are required by the laws of the State of Florida local state or federal law and every mobile home brought into the Park must be so secured, in accordance with the law, within thirty (30) days from the date of arrival, at the Home Owner's expense. Home Owners or residents who are to be absent from the Park in excess of four (4) days shall prepare their mobile homes for any storm so that it and other mobile homes are protected. All materials or containers which may blow shall be placed inside the mobile home.
- D. Park Management may install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters or perform other hurricane related preparation work on all structures in the common areas of the Park.
- E. Any damaged home declared uninhabitable by either a federal, state or local government agency or the Home Owner's insurance company may be removed and disposed of by Park Management if the Home Owner fails to do so.

14. FLORIDA STATE LICENSE DECAL.

- A. All Home Owners must maintain current state registration decal on their mobile home. A copy of the current registration must be furnished to Park Management by the Home Owner on an annual basis.
- B. Current state license decal(s) shall be conspicuously displayed on the mobile home at all times. Please place it in the lower left-hand corner of a window which faces the street.

15. VEHICLES.

A. Inasmuch as Park Management's mobile home Park is maintained as a private enterprise, its streets are private and not public thoroughfares. Only individuals having a current and valid driver's license may operate a

motor vehicle in the Park. The term "vehicle" shall have the same meaning as the term "motor vehicle" as defined in section 320.01, Florida Statutes, which includes, but is not limited to, a "trailer" that is without motive power and is designed to be pulled by a vehicle with a motor. Further, a "personal vehicle" shall mean a Resident's non-commercial car, truck, SUV, station wagon, minivan, or passenger van which is used for personal transportation which does not exceed "1 ton" and is without advertising logos, signage, decals, and stickers. All vehicles must have liability insurance in the minimum amount required by State law. Only personal vehicles licensed and used for daily transportation will be allowed to be operated in the Park. All other vehicles, including but not limited to, any commercial vehicle, any vehicle exceeding a "1-ton" classification, large trucks, cargo vans, step vans, semitrailers, motorhomes, recreational vehicles, buses, campers, boats, off-road vehicles, utility trailers of any type, boat trailers, motorcycle trailers or any similar vehicles, must be removed from the Park. Park Management will ban from the Park any vehicles that, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Park. Personal vehicles where more than 30% of the vehicle is covered with decals or stickers of any kind are deemed unsightly and are prohibited from being parked or stored in the Park.

- В. Residents must park their vehicles on the driveway on their own lot. The Resident is permitted a total of two (2) vehicles per lot, provided there is adequate room on the driveway. Without prior written consent of Park Owner, no vehicle shall be parked in or on Park common areas, other than those areas specifically designated for parking. All vehicles must have liability insurance in the minimum amount required by Florida law. As a security measure, all automobile doors should be locked. The street right-of-way may not be used for parking. In the event there is not sufficient space, it is the responsibility of the Resident to locate parking or storage outside the Park lot and not on other Residents' lots. Parking on roadways within the Park or on lawns, swales, green areas or vacant lots or on undeveloped portions of the Park is strictly prohibited. Vehicles are not to be parked on the grass at any time. Only vehicles licensed and used for daily personal transportation will be allowed to be stored in the Park. All other vehicles, including but not limited to utility trailers of any type, boat trailers, motorcycle trailers or any similar vehicles, must be removed from the lot. Park Management will ban from the Park any vehicles which, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Park. Vehicles in violation of these rules and regulations may be towed away without notice at the Home Owner's expense, payable to the towing service and not to the Park Owner. Residents are responsible for their guests' vehicles.
- C. Mechanical or other repair of vehicles, boats or trailers is not permitted at the home site or elsewhere within the Park. No vehicles other than those owned or leased by Resident may be repaired or washed on Resident's lot. Vehicles without current licenses and tags, or which are inoperable or in a state of disrepair, including but not limited to those which are rusted, dented, or unpainted or which are missing external parts, are not to be stored on the lot or in any other area within the Park. Washing of Resident's personal vehicles is permitted subject to any rules or regulations promulgated by any local, state or federal agency.
- D. Campers, motor homes, boats or delivery vehicles will be permitted three days for loading and unloading. No person may remain overnight or to otherwise reside in the Park in any camper, motor home or similar vehicle. No boats or watercraft of any kind may be in your driveway longer than 2 (two) days.
- E. Motorcycles, mopeds, and scooters, if properly licensed, may be operated by a Resident only as transportation on Park streets via the shortest route in and out of the Park. No joyriding will be permitted within the Park by Resident or guests. ATV's, dirtbikes, minibikes, go carts, and any other type of off-road vehicles are strictly prohibited within the Park with the exception of golf carts. All permitted vehicles must have factory-type quiet mufflers. Park Management reserves the right to prohibit any motorcycle, moped and/or motor scooter from being stored, parked and/or driven in the Park if, in Park Management's sole discretion and opinion, said vehicle(s) are unreasonably loud and/or will disturb the health, safety, property, welfare or quiet enjoyment of Park Residents.
- F. Golf carts can only be driven by licensed drivers and must be in good working order and must have operable headlights. Golf cart drivers must observe the posted speed limit and cannot drive a golf cart in the Park after 10:00 pm. Golf carts shall not have horns nor may any person in a golf cart play music loudly while in the golf cart. A golf cart may not be driven in the Park by an intoxicated or otherwise impaired driver.

- G. Speed bumps, if installed, are a safety factor. The Park Owner or Manager is not responsible for any damage or personal injury resulting from contact with a speed bump.
- H. Speeding in excess of posted limits is prohibited. All autos, motorcycles, mopeds and any other vehicle must observe the posted speed limits and obey all "stop signs" or other posted warnings. A FULL STOP must be made at all stop signs. All of these rules and regulations will be enforced as this is for the safety of our Park Residents. Residents must inform all of their guests and visitors about the speed limit and the aforementioned rules and regulations.
 - I. Roller skating and skateboarding are prohibited within the Park.
 - J. Bicycles, golf carts and pedestrians have the right of way.
- K. Only individuals having a current and valid driver's license may operate a motor vehicle (including a golf cart) in the Park.
 - L. The building of boats in the Park is prohibited.
- M. Bicycle riding in the Park after sunset is permitted only if bicycles are equipped with front lights in working order and reflectors on the rear the bike. Bicycle riders must obey all street signs.
- **16. PEST CONTROL:** Home Owners shall, at their own expense, provide for pest control wherever and whenever deemed necessary about the Home or site. Pests include, but are not limited to, ants, termites, mice, grasshoppers moles, crickets, or other natural, unnatural or seasonal pest infestation. Pest control is not provided by the Park.

17. **PETS.**

- A. Pets are permitted only with prior written permission of the Park Management (as defined in the Prospectus). Residents are required to formally apply for permission to bring a pet into the Park before the pet is allowed to be brought into the Park.
- B. A maximum of two pets per home site is permitted in the Park unless otherwise approved in writing in advance by Park Management. The pets must be INSIDE pets, and true household pets. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, Staffordshire Terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas, certain bulldog breeds (including pitbulls), wolf breeds and chows] are not permitted in the Park due to their size and/or aggressive natures. Prior written approval from Park Management must be obtained as to any dog which is to reside in the Park, and such written approval must be obtained prior to the time the dog is actually brought into the Park. However, the above-stated restrictions do not apply to pets in the Park and owned by persons lawfully in residence as of the effective date of these rules and regulations. Such pets will be grandfathered into these rules and regulations. Thus, residents of the Park as of the effective date of these rules and regulations having three or more inside pets or pets falling within the category of one of the restricted breeds as defined above will be allowed to keep them; nonetheless, pets which would otherwise be in violation of these rules and regulations but which are in the Park as of the effective date thereof may not be replaced by another non-conforming pet or replaced at all if the Resident has another pet.
- C. Pets shall not, under any circumstances, at any time, be caged, fenced, tied or otherwise left restrained but unattended outside the Home of the pet's owner. No outside dog houses, dog runs, cages, or other containers of any kind for the retention of pets will be permitted on a home site.
- D. Sustained barking or howling which is audible outside the Home by any dog for three (3) minutes or more at any time of the day or night constitutes unacceptable dog behavior.

- E. No pet with a history of biting or attacking any person shall be allowed or approved. Any Resident who has previously been sued because of damages caused by any pet for which approval is being sought shall be denied permission for such pet to be brought into the Park.
- F. Dog walk area must be used for walking dogs in the Park. All pet droppings must be picked up immediately and disposed of properly; doggie pot bags are provided for this purpose.
- G. Pet birds whose singing or other noises are not audible outside the owner's mobile home are permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.
- H. No agricultural or wild animals or exotic creatures such as iguanas, snakes, ferrets, etc., are permitted in the Park.
- I. Residents shall be liable for and shall defend, indemnify and hold the Park harmless from all personal injury or property damage caused by pets. Residents shall in addition, comply with all provisions of any rules, regulations and ordinances of any governmental authority or agency and the laws of the State of Florida with respect to dogs and other pets.
- J. Guests or invitees are permitted to bring a pet into the Park as long as the pet conforms to the requirements set forth above in this "Pets" rule. Residents will be held responsible for any violation by the pet(s) of Resident's guests. Guests' Seeing-Eye dogs are permitted.
- K. Pets are specifically prohibited from the Park office and from other Park or recreation buildings or facilities.
 - L. Resident must have proof that their pets have had all required vaccinations.
- M. Any pet found running loose may be picked up and delivered to the local animal shelter. If the animal is wearing identifying tags, Park Management may, but is not obligated to, first attempt to return the animal to its home.

18. TRASH/GARBAGE (NOTE: NEED TO MODIFY THIS RULE IF DUMPSTER INSTEAD OF CURBSIDE).

- A. Garbage in the Park is to be placed in the provided dumpsters located in the back left corner of the Park. Yard trash and cuttings must be put in plastic bags. Limbs must be tied in bundles, none over 3 feet in length. Residents are responsible for transporting their yard trash to a dumpster. Large or bulk items, especially those items which are beyond regular household waste, may not be disposed of in Park dumpsters. Home owners must arrange for removal of these large or bulk items on their own and at their own expense. Cardboard boxes must be broken down flat.
- B. Items such as but not limited to sanitary napkins, condoms, metal, rubber, clothes, plastic, paper towels, fabric, grease, disposable diapers, tampons (including those labeled "flushable"), and the like are not to be disposed of in mobile home or Park toilets or drains. Expenses of purging stoppages of sewer lines of such or similar foreign objects shall be the burden of the Home Owner whose mobile home occupies the space from which the foreign object originated. All costs of collecting the expense of purging the lines, including, a reasonable attorney's fee, in the event a Home Owner fails to pay the expenses within five (5) days after written demand, shall also be the burden of such home owner. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Home Owner is the prevailing party, the Home Owner shall be entitled to a reasonable attorney's fee as provided by section 723.068, Florida Statutes. Likewise, if the Park Owner is the prevailing party, the Park Owner is entitled to a reasonable attorneys' fee to be paid by the Home Owner.

- C. The garbage company will pick up trash according to their own schedule and rules. Residents are responsible for depositing their garbage and yard trash in the proper receptacles for pickup.
- D. Residents, their guests, agents, invitees or other occupants are prohibited from generating, manufacturing, storing, treating, discharging, releasing, burying or disposing on, under or about the leased site, or any area in the Park, and from transporting to or from the leased site or other area of the Park any hazardous waste.

19. Only Comcast Cable is to be provided throughout the park. Park management will not allow satellite dishes to be placed on the exterior of homes or on poles next to your Bungalow

No exterior antennas of any kind, nor satellite dishes shall be permitted, except those which are designed to receive video programming through direct broadcast satellite service or multi-point distribution service or those which are designed to receive over the air broadcast signals from local broadcast television stations. To the extent allowed by federal, state or local law, Park Management reserves the right to prohibit any specific type of antenna or satellite dish and to regulate the placement of any device. Generally, allowable devices must be installed at the rear of the home or as close to the rear of the home as possible, in the most inconspicuous location possible and must be painted in an appropriate color to match the surrounding environment. Park Management must give written approval prior to the installation of any antenna or satellite dish.

- A. Outdoor reception devices must not exceed one meter (39") in diameter and must be installed in a manner that complies with all applicable codes, city and state laws and regulations, and manufacturer instructions. No radio, CB or shortwave antenna is permitted at the home site or on the Home.
- B. Outdoor reception devices must be installed on a home owner's home or on the ground of a home owner's home site in a location that is in conformance with the aesthetic standards of the Park. The location should not be visible from the street, or if such placement sufficiently impairs the quality of reception, the device must be installed on the Home or home site in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent possible.
- C. No outdoor reception device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on, or encroach upon, any common area or restricted access property located within the Park.

20. RESIDENT CONDUCT.

- A. Noise or conduct which Park Management finds objectionable, which disturbs the peaceful enjoyment of the Park by neighbors, or which constitutes a nuisance to other Residents or which constitutes a breach of the peace, is prohibited. Loud noises, annoying parties, or abusive or profane language shall not be permitted at any time in the Park. Yelling, screaming, other noise-making, or the use of profanity outside the mobile home or inside the mobile home if audible outside the Home, are not permitted in the Park. All Residents and their invitees and guests must conduct themselves in an orderly fashion and must ensure that their pets behave in such a manner as not to annoy, disturb or interfere with other Park Residents. Residents are requested to keep noise levels from whatever source to a minimum, especially between the hours of 9:00 p.m. and 8:00 a.m. Noise which can be heard outside of your lot will be considered too loud. Complaints filed with Park Management by other residents concerning noise or disturbances caused by another Resident or such Resident's guests shall be considered as evidence of a violation of these rules and regulations.
- B. Residents will be held responsible for their guests' conduct. The head of each family shall be continually responsible for the actions of his or her family, making full restitution for any damages occurring to another Resident's property or that of the Park Owner's. Guests may not sleep in vehicles.

- C. Public drunkenness, driving while intoxicated, or improper conduct stimulated by alcohol consumption is strictly prohibited. Any and all drinking of alcohol beverages will be reserved for consumption within the confines of Residents' home. Alcoholic beverages are not permitted in the clubhouse or at any common areas in the Park.
 - D. Please do not cross occupied lots; respect your neighbors' privacy.
 - E. Illegal drugs will not be permitted.
- F. When leaving the Park for a period in excess of one week, Resident shall notify Management in advance of the date of departure and leave with Park Management complete information regarding insurance, contact information to reach a person who has a key to the Home, if any, in case of imminent danger to the Home or to obtain access to the Home upon prior consent of Resident, lawn care and address where they can be reached during their absence from the Park, and the approximate date of return. Before departure from the Park, Resident must turn off water and advise management if electricity is to remain connected. Park Management must be notified upon Resident's return to Park.
- G. Residents are not permitted to play in the streets or in the yards of other Residents, or to pass through other Residents' yards. The Home Owner shall be held responsible for the actions of persons residing in his home who violate the provisions hereof or these rules and regulations, and for damages caused by such persons. Residents are not permitted to play in vacant lots or lots leased to other Residents. Residents are not to climb the trees in the Park. No ball playing is allowed in the Park streets.

H. Criminal activity in Park.

- (1) Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, anywhere in the Park. "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) Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner's permission or consent, shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near said leased lot.
- (3) Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner'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) Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner'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, lot or otherwise.
- (5) Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner'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 Park), battery, including but not limited to the unlawful discharge of firearms or use of illegal fireworks on or near the leased lot, or any breach of the Lot Rental Agreement that jeopardizes the health, safety or welfare of the Park Owner, his agent(s), or other resident(s), or which involves imminent or actual property damage.

- (6) VIOLATION OF THIS RULE REGARDING CRIMINAL ACTIVITY IN THE PARK SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LOT RENTAL AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation shall be good cause for termination of the Lot Rental Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
- I. Open fires may not be built on Park property. Cooking grills are permitted and are not considered to be open fires.
 - J. No firearms or firecrackers are to be discharged in the Park.
- K. Residents and their guests shall not loiter or wander on the streets of the Park after the hour of 10 p.m. The term "loiter" means to stand idly about, linger aimlessly, or stop in the course of a trip, journey, or errand. The term "wander" means to move about without a definite destination or purpose, to roam, rove, or stray, to stroll aimlessly, or move from place to place in an aimless or leisurely manner.
- L. Residents shall not feed any animals or birds in the Park except pets approved in advance in writing pursuant to the requirements of the above rule governing pets. Small bird feeders and bird baths are allowed.

21. PARK OWNER ACCESS TO MOBILE HOME AND MOBILE HOME LOT.

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

22. CLUBHOUSE & OTHER COMMON FACILITIES.

A. The common facilities are made available during the hours set forth in the prospectus, to residents and their guests only. Reservations for private parties and gatherings should be made in advance and will be accepted on a "first-come, first-served" basis providing there are no other reservations with deposits. A deposit is required prior to use. It will be returned once Park Management has determined that the facilities were left in an orderly, clean and undamaged condition. Failure to do so may lead to the forfeiture of any deposit. Resident is financially, legally and otherwise responsible for any and all other expenses related to repair of any damage. Park Management has the option to determine if Resident's personal check will be accepted for the deposit versus a money order, cashier's certified check, or bank electronic funds transfer. Use of the facility is not to disturb the peace and quiet of the Park. The use of all recreational facilities within this Park is for residents and their registered guests only. All guests must be accompanied by a resident when using recreational facilities. It is the responsibility of Resident to ensure that their guest(s) observe all applicable rules and regulations. No one under 18 is allowed in the clubhouse without an older person. The recreational facilities are provided for use by residents and their guests on a "USE AT YOUR OWN RISK" basis.

23. IMPROPER USE OF FACILITIES.

The Resident and any guests of the Residents shall be responsible for using the facilities of the Park in a reasonable manner. Destruction, vandalizing or otherwise causing some damage to the facilities may result in Park Management taking legal action, including but not limited to, eviction of the Resident or, if Park Owner so elects and Resident accepts, suspension of Resident's privileges to use the common area or recreational facility to which such violated rule applies. Acceptance of the suspension of privileges must be acknowledged by the Resident in writing and provided to Park Management no later than three (3) days from receipt of the notice of violation. If Resident elects suspension of privileges, such suspension shall be for a minimum of ninety (90) days. Any subsequent violation of common area and/or recreational facilities rules within a twelve (12) month period will unequivocally be grounds for eviction in accordance with section 723.061, Florida Statutes, without the option of suspension of privileges. In the event that there is a dispute with the Park Owner concerning the limitation of use of

the facilities, Park Owner and Resident agree that the matter will be submitted to mediation from a list of mediators selected and approved by the Florida Supreme Court for use in the Circuit Court wherein the Park is located, and the Park and the Resident will each pay one-half of the cost of the mediation of this dispute.

24. SOLICITING OR PEDDLING.

Soliciting or peddling is not permitted in this Park other than Resident solicitation authorized by section 723.054, Florida Statutes. Vendors, peddlers and agents (including representatives of nonprofit organizations and any other organizations not authorized by Chapter 723, Florida Statutes) are prohibited from commercial solicitation of any nature in the Park. Vendors, peddlers and agents, after showing proof of insurance to Park Management, may from time to time, and only upon prior written permission of Park Management, be permitted to conduct business from prearranged facilities in the Park at times and on dates specified by Park Management, but at no time will door-to-door solicitation be permitted.

25. BUSINESS.

- A. No business or commercial enterprises shall be permitted to operate from or within the Park without prior consent of Park Management, and no advertising signs may be erected on the Resident's lot or mobile home. Babysitting, childcare, repair or maintenance of vehicles, handling of scrap metal and animal grooming for compensation are commercial enterprises and are generally prohibited within the Park. A "business" also includes any commercial enterprise which: (1) requires traffic from outside the Park to enter for the purpose of dealing with said business; (2) uses any type of sign or advertising on the exterior of the home; (3) includes door-to-door canvassing of Park Residents; (4) interferes with the safe, pleasant, and enjoyable use of the Park by any of its Residents; or (5) involves the purchase of a mobile home or of any interest in a mobile home for the purpose of resale, leasing, renting or other business use.
- B. No garage, lawn or tag sales will be permitted except those sponsored or authorized in writing in advance by Park Management. No exceptions will be tolerated. Authorization for such sales held by individual Residents will be based on the homeowner(s) agreement to restrictions on the time and manner of the sale and the nature of things to be offered for sale. Park Management reserves the right in its sole discretion to immediately cancel or terminate any sale which results in a disruption of the quiet enjoyment of the Park by any Park Resident.
- C. Advertising, soliciting or delivering handbills is not permitted except as provided in section 723.054(3), Florida Statutes. Park Management reserves the right to communicate with Residents through distribution of written materials from time to time.

26. DANGEROUS INSTRUMENTALITIES.

Residents and their guests must obey all federal, state and local laws regarding the ownership and possession of firearms. Pursuant to section 790.053, Florida Statutes, open carry of firearms is not permitted anywhere on Park grounds, including, but not limited to, the clubhouse and Park office. Violators of this rule shall be immediately reported to local law enforcement. The display or use of other dangerous instrumentalities, including but not limited to BB guns and air guns, sling shots, and bows and arrows, is not permitted in the Park. The hurling of rocks, knives, eggs, sticks, and any other missiles is strictly forbidden. Fireworks are also strictly forbidden.

27. PATIOS OR DRIVEWAYS. Only standard lawn or patio furniture, will be permitted on patio, lawn or driveway. The patio and driveway are not to be used for storage of any items, including household furniture and appliances.

28. GUESTS.

All persons who are not registered with Park Management as approved Home Owners, residents or occupants of a mobile home within the Park and who are transient occupants of a mobile home on a Park lot at the invitation of the home owners thereof, are defined as guests. Guests who intend to stay in the Park for a period in

excess of 48 hours must register with Park Management as soon as possible after arrival in the Park. Guests shall not stay in the Park more than fifteen (15) consecutive days or thirty (30) total days in any year without written permission from Park Management. Residents shall be solely responsible for the conduct of their guests. All guests must comply with the Park rules and regulations. Guests shall not be permitted to reside or stay in the Park in the absence of the Resident. Seasonal occupants are requested to notify the Park Manager of the period during which the mobile home is vacant. Guests must be signed in and out upon arrival in the Park. Seeing-eye dogs are permitted for the sight impaired. Any guest staying with a Resident in excess of fifteen (15) consecutive days or thirty (30) total days per year shall be considered an applicant for permanent residency in the Park, and shall be subject to the Park rules and regulations, including but not limited to the obligation to make application for residency and to satisfy the rules and regulations of entry. If Park Management, in its sole discretion, determines that a guest has violated a requirement or provision set forth in these rules and regulations, and in response to such violation Park Management so requests, a guest must vacate the Park within 24 hours of delivery to the Resident or to the guest of a written demand to vacate.

29. UTILITY SHEDS. All Home Owners are required to obtain written approval from Management before installing a shed. Design, color, material and location must be approved before installing or altering a current structure. Additionally, the shed must be in accordance with local county or state building codes. Sheds are to be kept in good repair at all times and are to be anchored in case of high winds. When not in use, all toys, bicycles, tricycles, lawn care equipment, folding lawn chairs, garden tools, ladders, etc. must be stored in the shed.

30. COMPLAINTS AND NOTICES.

- A. All complaints to Park Management must be made in writing and signed and dated and submitted to the Park Manager at the Park office, which is located at the address set forth in the prospectus. The delivery of written notices required by Chapter 723, Florida Statutes, under the terms of any Lot Rental Agreement or these rules and regulations shall be by mailing or delivery of a true copy thereof to the Park Management office as required by Chapter 723, Florida Statutes. If you have any complaints, recommendations, etc., please discuss them with the Park Management. Avoid passing rumors on to others. Come to the office--we will be glad to do everything possible to correct problem situations. Park Management is not responsible for delivery of personal notes, messages, etc.
- B. Resident must provide Park Management written notice of the primary location of where notices or other mail to Resident is to be sent. Other than notices given pursuant to section 723,061(4), Florida Statutes, which shall be posted on the door of Resident's home, Park Management will not send any notice or mail to any other address. Resident is solely responsible for making arrangements with the U.S. Post Office for the forwarding of mail to Resident while Resident is absent from the Park.
- 31. MAINTENANCE REQUESTS. All requests for maintenance must be: (1) submitted to Park Management in writing at the Park office; (2) reflect the date of submission; (3) state the nature and location of the maintenance activity requested; and (4) be signed by the submitting resident(s). Requests not submitted in conformance with this rule might not be acted upon by Park Management.

32. INSURANCE.

Home Owners are responsible for obtaining and maintaining liability insurance; homeowners' insurance; and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the mobile home within this Park, or from occupancy of such home while it is in the Park. A copy of the declaration page from the Home Owner's homeowners' insurance policy shall be given to Park Management each year. The Park Owner does not maintain any insurance which would cover personal injuries or damages occurring on a home owner's lot or within a home owner's home, or for reimbursement to the Home Owner for the loss of the Home or personal property. Park Owner reserves the right to waive the requirement for home owners to have one or more types of insurance coverage specified above if such insurance is not reasonably available for purchase by home owners. Violation of this rule shall not be grounds for eviction under Chapter 723, Florida Statutes, of any resident

in the Community as of the effective date of this rule. However, a resident who purchases an existing home in the Community or otherwise establishes a new tenancy after the effective date of this rule shall be subject to eviction under Chapter 723, Florida Statutes, for failure to comply with this rule in its entirety.

<u>Flood Insurance</u>: It is the Home Owner's obligation to inquire and decide whether flood insurance is appropriate for his or her home in the Park. Home Owner is responsible for determining the flood elevation and status of his or her lot, as the designation of the flood plain is subject to frequent change based on regularly updated information. Any questions regarding flood-zone designation status or flood insurance in general should be directed to the local County Building Department, or the Home Owner's lender or lending agency if the home is actively mortgaged. Flood-plain designations and other information is also accessible through the Federal Emergency Management Agency (FEMA) online or by phone.

33. SUBLEASING AND RENTING.

The Home Owner shall not sublease the leased lot without the written consent of Park Owner. Notwithstanding the right of Park Owner to allow subleasing in the Park, nothing in this rule compels the Park Owner to do so, and the Park Owner in its sole discretion may refuse to allow subletting at any time. Park Management may lease any manufactured home it owns or leases on Park lots. Any subleasing without Park Owner's written consent shall be void and shall constitute a default by Home Owner. Manufactured Home spaces are not transferable. No sub rental, sub-lease, or occupancy by or through a rental/purchase option of lot by anyone other than the Park Owner is authorized. If the home is subleased without written authorization of Park Owner, no such subleasing, occupancy or collection of lot rental amount shall be deemed a waiver of this provision, or the acceptance of the subtenant or occupant as tenant, or as a release of the Home Owner(s) from further compliance by Home Owner(s) with the rules and regulations. Any consent by Park Owner to a subleasing shall not relieve Home Owner(s) from obtaining written consent from Park Owner for any further subleasing. In the event Home Owner wishes to sublease the Lot and if written permission for subleasing from the Park Owner is obtained, Home Owner hereby grants Park Owner the exclusive right to serve as rental agent for the Park recognizing Park Owner's interest in preserving its ability to monitor residents in the Park, to orient such residents to the rules and regulations of the Park, and to effectively enforce the rules and regulations of the Park. Home Owner must arrange all subleasing through Park Management although, if subleasing is approved in writing by Park Owner, Home Owner may sublease to any person or persons who are qualified to lease a lot within the Park.

A Home Owner intending to lease his/her mobile home shall give Park Management notice of such intention at least 30 days prior to the intended start of the sublease. That notice must include: (1) the name and address of the proposed sublessee(s), (2) the sublessee(s)'s completed application for residency, and (3) the sublessee(s)'s completed criminal background check form(s) and fee(s). Notice of intent to sublease shall not be considered to have been given until the completed application for residency and the completed criminal background check form are submitted to Park Management.

34. LOT RENTAL AGREEMENT TERMS AND CONDITIONS. All Home Owners are required to sign a lease prior to occupancy and will be offered to each existing Resident on the anniversary date of all other Lot Rental Agreements in the Park. All Lot Rental Agreements will have a term of at least one year with the exception of the first Lot Rental Agreement entered into by a new home owner. The first Lot Rental Agreement will expire on the next following anniversary date of all other Lot Rental Agreements in the Park. Thereafter, multiple year agreements may be offered to Resident. Resident is subject to the same terms and conditions as Residents who have executed Lot Rental Agreements. Resident shall not assign the Lot Rental Agreement, or any interest therein.

35. DEFAULT AND EVICTION.

A. Any violation of these rules and regulations, the Lot Rental Agreement, or Chapter 723, Florida Statutes, may subject a home owner, a mobile home occupant, a mobile home tenant, or the mobile home itself to eviction in accordance with the procedures set forth in section 723.061 of the Florida Statutes, for the following summarized reasons: (a) nonpayment of lot rental amount; (b) conviction of a violation of a federal or state law or local ordinances, which violation is deemed detrimental to the health, safety, or welfare of the other residents of the

Park; (c) violation of a Park rule or regulation, the Lot Rental Agreement, or Chapter 723, Florida Statutes, as prescribed by section 723.061, Florida Statutes; (d) a change in the use of land comprising the mobile home Park or any portion thereof; or (e) failure of the purchaser of a mobile home situated in the Park to be qualified and to obtain written approval to become a home owner, such written approval being required by these rules and regulations.

- B. Any act or omission which endangers the life, health, safety, property or peaceful enjoyment of this mobile home Park or the home owners, residents or occupants thereof may result in termination of the residency and the Home Owner, resident, tenant, or occupant will have seven (7) days from the date notice of such act or omission is delivered to vacate the mobile home lot. Furthermore, a material breach of the provisions of the Lot Rental Agreement may be deemed grounds for initiation of eviction proceedings under section 723.061, Florida Statutes. If notice of a violation of a Park rule or regulation is given within 30 days of the date of the violation, a second violation of that same rule or regulation within a twelve (12) month period shall constitute grounds for the initiation of eviction proceedings. However, a second notice is not required if the violation involved endangerment of the life, health, safety, property or peaceful enjoyment of the residents of the Park.
- C. If a purchaser or prospective resident of a home occupies the home before approval is granted, the Park Owner may require that the purchaser or prospective resident vacate the premises within 7 days of receipt of a notice demanding same.
- **36. SECURITY.** Park Owner and/or Management does not promise, warrant, or guarantee the safety or security of any mobile home owners, residents, occupants or guests or their personal property against the criminal or negligent actions of other mobile home occupants, guests, invitees, contractors or third parties. Crime can and does occur in any Park. Each mobile home owner, resident, and occupant has the responsibility to protect himself/herself and to maintain appropriate insurance to protect his/her belongings including items within or on the mobile home lot and vehicles from criminal acts, negligent acts, fire, windstorm, hurricanes, plumbing leaks, smoke or any acts of God. Residents should contact an insurance agent to arrange appropriate insurance for their vehicle, personal property insurance and liability insurance.
- **37. LAWS.** All federal, state, and county laws, and all local regulations or ordinances dealing with matters of the health, safety or welfare of other residents, Chapter 723, Florida Statutes, and building housing and health codes must be obeyed by the Residents and their guests.
- **38. DRONES.** For purposes of this rule a drone is a powered, unmanned, aerial vehicle that (1) uses aerodynamic forces to provide vehicle lift; (2) can fly autonomously or be piloted remotely; and (3) is designed to be recoverable, and is also referred to as an "unmanned aerial vehicle" or an "unmanned aircraft system." Residents are absolutely prohibited from flying or using drones anywhere in the Park.
- **39. SPECIAL EXCEPTIONS.** Park Management reserves the exclusive, unrestricted right to grant special exceptions to these rules and regulations when, in the exclusive opinion of Park Management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Resident or Residents, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other Residents of the Park. For example, variances to these rules and regulations may be granted by the Park Manager due to space limitations, design considerations, in cases where the intent of a rule or regulation is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Park by other Residents, or when the basis for the variance is deemed sufficient in the discretion of Park Management.

These rules and regulations supersede all others.