## SUNNY ACRES OWNERS ASSOCIATION, INC.

### Rules and Regulations for Unit Owners

A Mobile Home Park Providing Housing for Older Persons

### I. GENERAL

A. Welcome to SUNNY ACRES TRAILER PARK, a Resident owned and operated Cooperative Mobile Home Park. The following Rules and Regulations are for the comfort, safety and welfare of all. Many of these rules are based upon what is required of us by law. The remainder are published to additionally protect life, property and privacy. Please familiarize yourself and your guests with these rules.

B. Consideration and courtesy to others plus your cooperation in maintaining an attractive home will help sustain the high standards of SUNNY ACRES TRAILER PARK.

C. The following Rules and Regulations are intended for the comfort, welfare, and safety of yourself and your visitors and to maintain the appearance and the reputation of our Park. They may be amended from time to time as provided for herein and other Cooperative documents, to achieve this purpose. Your cooperation will be greatly appreciated.

D. Pursuant to Chapter 719, Fla. Stat., the Board of Directors of this Park reserves the right to terminate the tenancy of any Unit Owner for disregard of these Rules and Regulations. PLEASE READ THESE RULES CAREFULLY.

## 2 RENTS & CHARGES

A. All rents, mortgage payments, maintenance charges and all assessments shall be due and payable on or before the first (ist) day of each month. A late fee not to exceed the greater of \$25.00 or 5% of each installment of the assessment for each delinquent installment that the payment is late will be assessed for each monthly installment of rent or mortgage payment not received by the 5th day of the respective month. The late charge may be subject to interest as provided by law.

B. A returned check fee of \$25.00 will be charged for all checks returned for insufficient funds, and such checks may be treated by the Park as nonpayment of rent or mortgage payment.

C. All applicable laws or ordinances of the city, county or state shall be enforced by the Park. Violations receiving citations from inspection agencies, etc., must be corrected. Failure to do so will result in the levying of an ordinance violation fee for the Park to correct the violation.

D. The Park (the Board of Directors) reserves the right to pass on to the Unit Owners any costs charged to the corporation by any state or local government or utility company as required by law in the Prospectus, on ninety (90) days notice given in writing to each Unit Owner.

E. The Unit Owner is responsible for the payment of utility hookup fees, installation fees, charges, assessments and deposits set forth in the Park Prospectus of which the Rules and Regulations are an exhibit thereto.

F. For all lot or home care required by the Prospectus, the Master Occupancy Agreement, your Lease or the Rules and Regulations that is not done by the Unit Owner and is, therefore, done by the Park, there shall be added to the next month's rent or maintenance fee, a default maintenance fee for the actual cost of having the work done, or the cost of supplies and materials plus \$20.00 per hour for the labor expended by Park representatives.

G. Upon removal of a mobile home from any lot, the departing Unit Owner will be required to place the space in the original condition, excepting normal wear and tear. Failure to comply may result in a lot restoration fee, as described in the Prospectus, and the Master Occupancy Agreement.

H. All payments are to be payable to Sunny Acres Owners Association, Inc., not to any individual name. Any check not made out correctly will subject the Unit Owners to liability for repayment to the Park and late fees pursuant to these rules, the Park Prospectus and the Master Occupancy Agreement, if applicable.

I. Unit Owners, licensees, and/or invitees found to be in violation of the Park Rules and Regulations, following a single notice and opportunity for hearing held before a committee of Unit Owners selected by the Board of Directors, shall be given an additional 10 days to correct the violation and then, if not corrected, shall be assessed One Hundred Dollars (\$100.00) per violation of the Park Rules and Regulations. To the extent that the violation continues following the notice and hearing, the fine shall continue to accrue at the rate of Fifty Dollars (\$50.00) per day with the total fine per violation not to exceed One Thousand Dollars (\$1,000.00).

## 3. ACCEPTANCE

A. Each applicant seeking residence in the park shall:

- i. Be required to read and sign the Master Occupancy Agreement, Bylaws and the Park Rules.
- ii. Be subject to a financial and criminal background check for Unit Ownership in the Park. Felony conviction shall be grounds for refusal.
- iii. Be interviewed by a minimum of two Directors and thereafter approved by the Board of Directors of Sunny Acres Owners Association, Inc. The Board reserves the right to refuse admittance to anyone as a Unit Owner of the Park.
- B. SUNNY ACRES TRAILER PARK provides "housing for older persons" as that term is defined by Federal Law. The law requires that at least 80% of the households in the Park contain one person 55 years of age or older and any other person residing in the same Unit must be at least 50 years of age, sharing a Unit with the individual 55 years of age or older Therefore, in order to enforce the 80% requirement, the Board of Directors reserves the right to refuse admittance to anyone as a Unit Owner of the Park that does not comply with these age restrictions. In order to enforce thus rule, the Board of Directors reserves the right to verify the age of all persons living in the Park through presentation of either a driver's license or birth certificate. Under limited circumstances, the Board of Directors will make an exception to the age restriction if there is a showing of hardship which is documented in writing by the Unit Owner. However, under no circumstances can the Board of Directors allow a Unit to be solely occupied by individuals under 55 years of age if 20% of the Units are already similarly occupied. Written documentation explaining the hardship must be provided to the Board of Directors prior to the admittance of the Unit Owner in the Park and prior to the purchase of a mobile home in the Park. Following the submission of the written request, the Board of Directors shall have ten (10) days to respond to the request to waive the age restriction. The decision of the Board of Directors respecting requests for waiver of the age restrictions shall be binding and final.
- i. No more than two permanent residents shall inhabit any one unit. Upon application for medical hardship, the Board of Directors may make an exception to the limit of two adults.
- C. This Park is owned by Sunny Acres Owners Association, Inc., a Florida corporation composed entirely of Unit Owners of SUNNY ACRES TRAILER PARK. The Park is a Cooperative under Chapter 719 of the Florida Statutes. All new Unit Owners are required to purchase one (1) share of the corporation's stock as covered in the By-Laws, at the current rate per share.

- D. Each Unit Owner must provide the Park with two (2) photocopies of their mobile home's certificate of title or other evidence of ownership to be kept on file at all times.
- E. Each resident must supply the Board with at least two (2) emergency addresses and phone numbers of friends or next of kin to enable the Board to alert the appropriate party upon the occurrence of an emergency. It is the responsibility of the Resident to keep these current at all times.

#### 4. THE MOBILE HOME SPACE SITE

A. All mobile homes must be kept in good repair. Broken windows, peeling paint, a dirty exterior or a generally unsightly appearance of the mobile home or the home site will constitute a violation of these Rules and Regulations. Notice shall be given to any Unit Owner whose home is in need of repair, wherein there will be a time limit for the repairs to be performed. If the repairs are not done in a timely manner, the Park will have the repairs done and the Unit Owner shall be assessed the costs.

B. The Unit Owner is responsible for the overall appearance of the home site. It shall be kept orderly, neat, clean, and free of litter. The Unit Owner is responsible for the appearance of the home site throughout the year, whether or not the Unit Owner occupies the mobile home for the entire year.

C. Homes not maintained to the satisfaction of the Board of Directors of the Park will be given thirty (30) days notice to rectify the situation. If the Unit Owner does not comply, appropriate actions will be taken by the Board.

D. Space beneath the mobile home shall not be used for any kind of storage.

E. Mobile homesites are not transferable except as described in these Rules and Regulations and the Master Occupancy Agreement.

F. Only furniture specifically designed for the outside use is allowed outside the home. All outside furniture should have a neat appearance and must be returned inside upon the tenant's departure in the off season. Seasonal residents shall turn your birdbath or water holding devices over, when you leave the park.

G. Any changes to utility facilities required by a Unit Owner shall be at the Unit Owner's expense.

Hr. All utility connections must comply with governmental requirements.

I. Lots shall be used only for residential purposes. No business activities shall be conducted within the Park, except as otherwise provided herein.

J. No STORAGE of personal property of any kind shall be allowed on patios, driveways, under or around mobile homes. No vehicles may be stored that cannot be licensed and operated.

K. The Park is responsible for maintenance of the main line for water and sewer only. The Unit Owner is responsible for these lines from the point where service to their home leaves the main line. The Unit Owner is responsible for all plumbing necessary to connect the mobile home to the Park main water and sewer lines. Seasonal residents must turn off the main water valve.

L. Nothing may be added or altered on the exterior of any mobile home without first obtaining approval from the Board of Directors of the Park.

M. Each Unit Owner shall, at his own expense, be responsible for all the maintenance, repairs and replacements in his mobile home, and shall keep his mobile home and the surrounding area in good repair and in a neat and orderly condition at all times. If, in the sole discretion of the Board of Directors, a mobile home's appearance has deteriorated to such an extent that it detracts from the overall quality of the Park, then upon written notice of the Board to the Unit Owner, the Unit Owner shall promptly make any repairs or replacements to the

mobile home which the Park deems necessary or appropriate or the Park shall make said repairs or replacements and impose a default maintenance fee pursuant to these rules and the Park Prospectus and Master Occupancy Agreement. Each mobile home shall be washed annually and the paint kept in good condition.

- N. No walking through or cutting through other Unit Owner lots. Trespassing through other mobile home lots is prohibited.
- O. Running sprinklers or hoses must not be left unattended. Nozzles are required on all hoses at all times. All hoses and nozzles must be turned off at all times when not in use.
- P. Unit Owner must exercise prudence in using water and report all internal or external leaks to the Board of Directors immediately.
- Q. Any type of exterior antenna must be approved by the Board of Directors and the installation and location of any exterior antenna must also be approved. Exterior antennas which create a disturbance to other Unit Owners reception will be required to be altered or removed in order not to disturb or annoy other Unit Owners.
- R. Fruit trees that are not taken care of shall be subject to removal. Existing trees and shrubs, now planted, will be allowed to remain if proper care is provided. This includes trimming and disposal of fallen leaves, fruit and broken branches. If exposed roots hamper lawn mowing, such roots will be removed by the maintenance staff. The Corporation will not be liable if such removal proves harmful.
  - S. Planters or plants shall not exceed 30" in depth, including any overhanging foliage.
- T. Each resident is required to keep his planter and the space adjacent to their home weeded and trimmed. Residents are urged to plant flowers and shrubs that enhance the beauty of the park. Please do not overplant. Shrubs, bushes, etc., cannot interfere with the mowers when cutting grass. Any planters, bushes, etc., which are, in the opinion of the Board of Directors, in need of care, the resident will be notified by the Board of Directors.
- U. Those residents away for extended periods must make proper arrangements for the care of the planters and property during their absence. Before leaving, notify in writing, the maintenance manager or the office, the date of their return, where they could be reached in an emergency, and, the name of the person responsible for the care of the planters and property.
- V. Clothes, beach towels, rugs, rags, should not be hung outside homes. Portable dryers shall not be used outside homes. The Park provides coin-operated service plus a drying yard for the use of the residents. Failure of the equipment is to be reported to the maintenance manager or a member of the Building or Grounds Committee. Residents are not to attempt repairs at any time. Clotheslines must be inconspicuous. Washing machines and/or dryers must be kept behind enclosed areas or lattice work.
- W. Any owners wishing to replace an existing home, making an addition or alteration to the exterior of his home, utility shed, or other attachment must: 1) Submit a plan and secure approval of the Board of Directors for the project, 2) Secure a proper building permit as required.

# 5. VEHICI ES-TRAFFIC-PARKING

- A. The speed limit in the Park is 10 MPH.
- B. All loud motorcycles, minibikes, motor scooters, go-carts and the like are not allowed with the exception of motorized equipment for the disabled. Pedestrians and bicycle riders have the right of way at all times.
- C. Trucks over one ton are not permitted in the Park, unless the Board of Directors of the Park is first notified and consent is given.
  - D. No unlicensed or inoperative vehicles are permitted in the Park.

- E. No work, other than minor work, such as tuning and cleaning, shall be done on any motor vehicle anywhere in the Park at any time.
- F. RV's, campers, boats, rental trucks and trailers are not allowed in the Park except by approval from the Board of Directors. RV's, campers, and trailers may be parked in the driveway of the unit for a maximum of 72 hours preceding or after returning from an extended trip.
- G. The vehicle(s) of a resident may only be parked on the driveway surface of their lot and shall not block or overhang onto the sidewalk. Residents may not park their vehicle(s) on any other lot without permission from the Unit owner. Parking on sodded or otherwise unsurfaced portions of the lot, or on the street (except for invitees and visitors parking at curbside no later than 1:00 a.m.) is strictly prohibited, except with the prior written consent of the Board of Directors.

#### 6. PETS

A. Pets (with the exception of birds and fish and "Seeing-eye" dogs) are not permitted in the Park.

The present five (5) dogs in the park are grandfathered in. The pet must be walked with a leash and a plastic bag. No new pets with the excepting those listed above shall be permitted in the park.

Do not feed any animals or birds.

#### 7. GUESTS

- A. All persons who are not registered with the office as approved residents and who are transient occupants of a mobile home at the invitation of an approved resident are defined as "guests". Guests who intend to stay on the property of Sunny Acres for more than 24 hours must register with the office. Guests may not occupy a home for more than four (4) weeks in any calendar year without the prior written approval of the Board of Directors which consent may be conditional in nature. Residents are required to register guests, or in the absence of a resident to give written notice in advance, and to furnish the vehicle tag numbers of such guest in the clubhouse, which grants them recreational privileges.
- B. Guests and visitors are required to obey all Park Rules and Regulations in the same manner as Unit Owners. Unit Owners are responsible for the behavior of their guests and visitors, and shall be liable for any damage caused by them.
- C. The Board of Directors reserves the right to eject any guest or visitor who violates a federal or state law, or local ordinance, the violation of which is deemed detrimental to the health, safety, welfare and morals of other Unit Owners of the Park, or who violates any of these Rules and Regulations.
- D. Only members of the immediate family may occupy the mobile home in the absence of the resident. "Immediate family" is defined to include parents, brothers and sisters; children, grand-children, nieces and nephews. In the event a resident will be absent, residents must notify the office at least ten (10) days in advance as to the arrival and length of stay and the names of such immediate family members. Each members stay shall be accumulated to the limit of 90 days total.

#### 8. SEWER, GARBAGE AND TRASH DISPOSAL

A. Every Unit Owner has the responsibility to help keep the community clean and neat. Proper disposal of garbage and refuse is important to our health. No garbage or trash shall be kept in or around the mobile home or on or about the mobile home site. Each tenant is responsible for keeping his or her lot free of trash, debris and leaves. No paper, including

cigarette butts or debris of any type is to be thrown on the park grounds. Grease must no be poured down drains. Disposal of rubber, cloth, paper towels, plastic, hygiene wipes, female sanitary products, etc., in toilets is prohibited, as such could damage the plumbing. Remember each mobile home is responsible for all inside plumbing.

B. No burning of trash, leaves, or other materials is allowed.

C. All trash cans are placed at least behind front porch to be inconspicuous as practicable (except the day before trash day).

### o. RECREATION

A. Clubhouse: The park provides the clubhouse for all residences. It is available at all times for events and meetings. Scheduling is done by the Activities Committee and the Board of Directors. A schedule of events and meetings is maintained by the Activities Committee Chairman and is posted in the clubhouse. Special meetings and events must be approved by the Board of directors and scheduled with the Activities Committee Chairman. Residents may hold private functions in the clubhouse if approved by the Activities Chairman and the Board of Directors. A \$25 deposit will be charged for each private function. Residents using the clubhouse for private functions will be responsible for final cleanup and any damage that may occur.

B. Shuffleboard: Courts are provided by the park for the use of the residents and their guests. The Shuffleboard Club is responsible for the maintenance of the courts and equipment. Rules and Regulations pertaining to the use of the courts and equipment are posted on the shuffleboard equipment storage building.

### 10. GROUNDS FOR EVICTION

The Board of Directors may evict a Unit Owner or mobile home on any of the following grounds:

- A. Nonpayment of the maintenance fee and/or assessments by a Unit Owner when due if the default continues for five (3) days after the delivery of a written demand by the Board of Directors for payment of same.
- B. Violation of a Park Rule or Regulation, or Chapter 719, Florida Statutes.

  1. In all other instances, where there has been any violation of these Rules and Regulations or the Rental Agreement or Florida Statutes, the Unit Owner shall be notified by the Board in writing within 30 days, specifying the actions causing the violation and giving the Unit Owner seven (7) days to correct the noncompliance. A second violation of the same rule, regulation, rental provision or Florida Statute within the next twelve (12) months is unequivocal grounds for eviction. The Unit Owner shall be given written notice of the grounds upon which a Unit Owner is to be evicted 30 days prior to the date the Unit Owner is required to vacate the premise, and it is not a defense to any eviction proceeding that a violation has been cured after the second violation.

#### n. SELLING

A. The mobile home lots are not transferable individually by the Mobile Home owner. The lots are owned by Sunny Acres Owners Association, Inc.

A Unit Owner has the right to sell his/her mobile home and share within the Park, and the prospective purchaser may become a Unit Owner of the Park. However, the prospective purchaser must qualify as per the requirements of these Rules and Regulations, the Master Occupancy Agreement and obtain the approval of the Board of Directors of Sunny Acres Owners Association, Inc. This approval shall not be unreasonably withheld. It is the responsibility of the owner of a mobile home for sale to have the prospective buyer interviewed and approved by the Board of Directors.

- B. A Unit Owner may display one "For Sale" sign, no larger than 15 inches by 20 inches on or in his mobile home.
  - C. Renting or subletting of a mobile home is not permitted.

#### 12 SET UP

New mobile plans and site plans must be approved by the Board of Directors. New mobile homes shall be placed per SUNNY ACRES TRAILER PARK site plan, blocked and all utilities connected in accordance with applicable governmental regulations.

The Unit owner is responsible for any damage in the park.

### 17. LOT IMPROVEMENT

A. Improvements are encouraged, and certain improvements are required as set forth in the Park Prospectus and Master Occupancy Agreement. However, any construction or additions and its location, including but not limited to porches, skirting, steps, awning, utility buildings, air conditioners, concrete slabs, carports, lot landscaping, etc., will not be permitted unless the Unit Owner obtains PRIOR WRITTEN approval from the Board of Directors. Approval is necessary to protect the underground facilities, continuity of the Park appearance, and the safety of the Park Unit Owners. In addition to all other remedies available to it, the Park may require a Unit Owner to remove any unapproved construction or additions at the expense of the Unit Owner. Any increase in the Park's property taxes caused by the improvement of a Unit Owner shall be paid by the Unit Owner.

- B. Each resident is responsible for his own postmaster approved mailbox. Your own lot number is part of your address. Be sure to include this on all your business accounts and personal correspondence. The Park office is not responsible for your mail.
  - C. Fences or hedges, of any type, must be approved by the Park.
  - D. Recreation equipment which remains outdoors is not permitted.
  - E. All plants added to the lot become the property of the Park.
  - F. Decorator stone must be contained in planters.

## 14. RESPONSIBILITY AND LIABILITY

A. Sunny Acres Owners Association, Inc., is not responsible for damage, injury or loss by accident, theft, fire, an Act of God, or any other cause whatsoever to either the property or person of any Unit Owner or guest. Also, Sunny Acres Owners Association, Inc., is not responsible or liable for any property damage or personal injury to adults and children resulting from the negligent use of Park recreational facilities or equipment by Park Unit Owners, guests and visitors, or others. All persons who enter or live in the Park do so at their own risk. Unit Owners are responsible for complying with all applicable laws, ordinances and regulations of the city, county and state, and failure to do so may result in the levying of the ordinances violation fee pursuant to paragraph 2 herein and the Park Prospectus. Unit Owners will be responsible for all members of their household, guests, including without limitation, those who are in possession of keys to the clubhouse and Park facilities.

B. Each Unit Owner must obtain liability insurance in an amount reasonably necessary to protect the Unit Owner and the Park. The Unit Owner shall provide proof of insurance on demand of the Board. The Park shall not be liable for any theft or any damage to the Unit Owners' mobile homes or other property through fire, flood, storm or any other casualty or Act of God and Unit Owners are advised to obtain adequate insurance.

## 15. MISCELIANEOUS

A. These Rules and Regulations may be changed or amended and new Rules and Regulations may be promulgated or adopted at the discretion of the Board of Directors upon ninety (90) days written notice to each Unit Owner.

B. The Board of Directors reserves the right of access to all mobile home lots and mobile homes at reasonable times, for the purpose of inspection and utility maintenance. No fewer than two authorized people shall perform the inspection.

C. Unit Owners who occupy their homes on a seasonal basis must advise the Board of Directors.

- D. The use of firearms, including BB guns, bows and arrows, slingshots, etc., are prohibited. Shooting off fireworks is also prohibited.
- E. No peddling, soliciting or commercial enterprises of any nature are allowed in the Park or the clubhouse.
- F. Residents are required to keep noise at a minimum. Use of televisions, stereos, radios or other devices of machinery that produce loud noises as to annoy other Unit Owners after 10 PM is strictly prohibited. Lawn mowing or the use of electrical tools that produce noise may only be done between 8 am through 8 pm Monday through Samrday. Loud parties, excess noise, drunkenness or immoral conduct will not be tolerated.
- G. No Unit Owner shall tamper with the Park's meter box or any other Park electrical equipment. In case of any blown fuses, please contact the Board of Directors.
- H. All Rules and Regulations must be adhered to, and it cannot be emphasized enough that all recreation areas must be left clean and in order after all events.
- I. The Board of Directors reserves the right to charge up to \$250 for replacement of the copy of the entire prospectus notebook.

## 16. PARK MAINTENANCE

- A. The Park management provides the following lawn services, mowing. Because the soil under the lawns vary greatly, supplemental care will also vary. Each resident is urged to determine the needs of his particular lawn and to apply water, fertilizer, weed killer, etc., as required. If seeding or sodding is undertaken, it is recommended that Bahia or Seville grass be used.
- B. The Park is also responsible for the pruning and care of the Palm trees in the common areas the removal of any of the Park's palm trees or any major construction in the Park must be approved by a majority vote of shareholders.

#### SHUFFLEBOARD COURTS

- 1. A Resident must accompany all guests using shuffleboard courts.
- 2. Equipment taken from the shed must be returned after use.
- 3. Guests must wear shirts and shoes at courts.
- 4. Walking on or across the courts is not permitted.



# **Change to Rules & Regulations**

Under Paragraph 11. Supparagraph B. The Ran Dieseller rouse......

11. SELLING

B. Renting or subletting of a mobile home is not permitted.

Proposed change....

B. Renting or subletting of a mobile home is not permitted after 12/31/2009. Thereafter, units may be rented for only 3 (three) months in any calendar year.

Agreed to March 12, 2009