

Francis I Cooperative Association, Inc.
Francis I Amenities Corporation, Inc.
Rules & Regulations
Effective: September 1, 2017

The purpose of these *Rules and Regulations* (hereinafter called *R&R*) is to ensure that your residency in Francis I Mobile Estates (hereinafter called the Park) is pleasant and enjoyable, as well as to improve and maintain the appearance and reputation of the Park. Consideration of and courtesy to others, plus your cooperation in maintaining an attractive home will sustain a high standard in this community.

Many of the *R&R* are based on the requirements of Florida law and are written to help assure the safety and the protection of your property and privacy. Additionally, residents of the Park must follow *Covenants and Restrictions* (hereinafter call *C&R*) which are registered with the State of Florida and precede all *R&R*. Originally the *C&R* were written and approved at the time the Park was purchased and the corporations formed. The *C&R* document was last modified and approved by a majority of owners in 2009, pursuant to the following *C&R*.

C&R #8 "Revision of Covenants: These restrictions, or any part thereof, may be released or modified by an instrument executed by the owners of record of a majority of the entire lots in said subdivision."

The Bylaws of both Francis I Cooperative Association and Amenities Cooperation, allow for the *R&R* to be changed and remain effective until the Boards of Directors undertake another review of the document. All Residents will receive written notice no less than forty-five (45) days prior to the effective date of the amendment. Related covenants below.

C&R #15 "Rules and Regulations: The lot owner recognizes that the park owners/park office have established *Park Rules and Regulations* for the good of the community. Lot owners will abide by the established and published *Rules and Regulations* at all times. Copies of said *Rules and Regulations* are available in the Park office."

C&R #11 "All of the provisions, restrictions, conditions, covenants and agreements herein contained shall be binding upon each and every owner of a lot or lots embraced in said Francis I Mobile Estates Subdivision and shall run with and bind all of said lots and lands describes in the aforesaid plat of GRAYCE'S MOBILE ESTATES, all additions, and inure to the benefit of and be enforceable by the said park owners/park office, and the owner or owners of any of the lots or lands embraced within said plat and their respective grantees, heirs, executors, administrators, successors and assigns. The failure of the said park owners/park office, or the owner or owners of any of said lots or lands to object to any violation or to enforce any provisions, restriction, covenant, agreement or charge herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or to any breach occurring prior or subsequent thereto."

A. Definitions

1. Park - This refers to all lands and structures within the boundaries of Francis I Mobile Estates.
2. Resident - This term means all approved occupants of homes in the Park: shareholders, non-shareholders, renters, seasonal renters/subletters and RVers (renting more than 6 months). Any potential resident must complete the Approval Application process (explained below) and be approved for residency.
3. Corporations - This refers to Francis I Cooperative Association and Francis I Amenities Corporation. The Cooperative oversees all the Cooperative land. Members of this corporation are persons who have a 99-year Proprietary Lease which was established at the time of purchase. The Amenities

Corporation is responsible for amenity services provided and some buildings in the Park. Members of this corporation include all members of the Cooperative as well as persons who hold deeded property and also, purchased an Amenities share. When any specific board is referred to in the following statements, it will be named. Otherwise, corporations refers to both.

4. Shareholder - This term refers to a person(s) owning a share certificate from either corporation issued pursuant to the Articles of Incorporation and Bylaws. Shareholders in the Cooperative Association are automatically shareholders in the Amenities Corporation; however, the reverse is not true. Cooperative shares belong with the particular property and may not be transferred except upon sale of the property. An Amenities share may be purchased by a resident who owns his/her lot; and upon purchase of such share, the resident becomes a shareholder in the Amenities Corporation.
5. Boards - This refers to the two Boards of Directors for the respective corporations. The membership of each corporation meets annually to review board actions, elect directors according to the bylaws of the respective corporations, and conduct other needed business. Directors make decisions on Park business related to their respective duties.
6. President - This person(s) is elected from and by the Boards of Directors to supervise the affairs of the corporations as provided in the Bylaws.
7. Manager - The manager is hired by the Directors of both corporations to manage the day to day operations of the Park. This person is to be certified as a Community Association Manager. A major responsibility of the Manager is to consistently enforce the Park *Covenants and Restrictions* and the *Rules & Regulations*.
8. Non-Shareholder - This term refers to the person(s) owning a lot/land, but who is not a member of either corporation. Consequently, the person(s) does not have a share certificate.
9. Renter - The term refers to the person(s) who own(s) a mobile in the Park on a Cooperative owned lot. Consequently, the person(s) does not have a share certificate.
10. Seasonal Renter/Subletter - This term refers to a person(s) who rents from a private homeowner or the Park in accordance with the *Bylaws* and the *Rules & Regulations*.
11. RVer - This refers to a person(s) who rents a lot from the Park in the RV Section. RVers may rent daily, weekly, monthly or by season. Anyone wishing to rent a lot for more than 6 months must have a criminal background check and is considered a resident.
12. Guest - This refers to any person(s) who occupies the homeowner's house at the same time as the homeowner on a temporary basis only. Guests are allowed a maximum of 30 days per calendar year per home. A guest(s) may petition the Boards for additional time.
13. Visitor - A person(s) who stays with the homeowner only for a day or less.
14. Caregiver - A person who lives with a Resident(s) and provides needed medical/physical assistance. The Caregiver may be a family member, friend, volunteer, or paid professional. The Resident requiring a Caregiver must provide the Approval Committee with a letter from a licensed *medical professional* certifying the need for a live-in caregiver. The letter must include the medical professional's license number and identify the state issuing the license. The prospective caregiver must go through the Approval Process, including a criminal background check. When the caregiver is approved, the caregiver must sign a *Caregiver Agreement*. Once signed he/she may reside with the Resident(s) as long as live-in assistance for the Resident is required; however the need for a caregiver must be recertified every 12 months with a new letter from the licensed healthcare provider submitted to the Approval Committee. When care is no longer required, the caregiver must leave the Resident's home

immediately. If for any reason there is a need to engage a new caregiver, the process described above must be followed.

B. Residency Requirements

All residents, prospective purchasers, subletters, renters, caregivers, and RVers (Those renting more than 6 months.) must meet the requirements for becoming a Resident as detailed below.

1. A criminal background check is required and paid for by the applicant(s).
 - a. Must not have been convicted of a felony within the past ten (10) years.
 - b. Must not have a violent felony record.
 - c. Must have not been convicted as a sexual predator.
 - d. Must have had no evictions.
2. A credit background check is required in most instances. The Boards have set a minimum credit score which must be met or exceeded. The applicant also pays for this service.
3. A committee of three Directors will be required to review each application and to approve or disapprove.
 - a. An applicant has the right to appeal a decision in writing within 30 days and submit additional documentation if desired. The committee will review the application again.
 - b. An applicant has the right to appeal the committee's second decision with the Board of Directors. This appeal must be in writing and made within 30 days. The appeal request must be received by the beginning of the second week of the month in order to be placed on the agenda for the monthly meeting held on the third Tuesday.
4. A maximum of 2 Residents is allowed per unit.
 - a. In each unit, one Resident must be over the age of 55, and both Residents must be over 45.
 - b. Residents who wish to increase the maximum number of occupants in their unit must appeal to the Boards of Directors for an exception. The appeal must be preceded by application to the Approval Committee and a subsequent approval pending action by the Boards.
5. Leases are required to be signed by all Renters (see section A. Definitions, #9) prior to occupancy.
6. Prior to taking residency, all applicants must read and sign a release stating they have read and will abide by the Park's C&R and R&R.

C. Governing Documents and Authorities

1. Covenants and Restrictions
2. Bylaws
3. Rules & Regulations.
4. Master Form Proprietary Lease (Cooperative Shareholders)
5. These documents are given to Residents at the beginning of occupancy and are enforced. Failure to comply with any of these documents may constitute grounds for eviction.
6. Violations of items in any of the governance documents will be investigated upon receipt of written and signed complaints from two (2) or more Residents, or a violation witnessed by the Manager. All properly reported complaints will receive a written reply specifying any action taken. Related C&R below.

C&R #13 "If the owner, or owners, of any of the lots embraced in said subdivision, or any of them, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the said park owners/park office, or any person or persons, firm or corporation owning any lot in said development or subdivision to prosecute any action against the person or persons violating or

attempting to violate any such covenants and either to prevent him, her, it, or them from doing so or to recover damages for such violation."

C&R#14 "Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect."

C&R#16 "Eviction from Park: The park owners/park office may evict a lot owner for failure of the purchaser of the mobile home situated in the Park to be qualified and obtain approval to become a resident by the park owners/park office, such approval being required

D. Rights of the Corporations

1. The Corporations reserve the right to set policy for situations not covered in the governance documents. (C&R/R&R).

C&R#5 "Cleanliness of Premises: No lot, lots or portions thereof shall be used or maintained as a dumping ground for rubbish, trash, junk cars, junk trailers, or waste of any kind. All garbage and all other waste shall be kept and maintained in a sanitary container, and it shall be permissible for either municipal employees, holders or private garbage franchise or the said park owners/park office, to enter upon said premises for the purpose of removing said garbage and rubbish or junk cars and junk trailers. Purchaser/residents are responsible for the overall appearance of the mobile home site. It shall be kept in an orderly, neat and clean condition and free of litter. The mobile home must be washed or painted as needed. The park owner/park office reserves the right to have the work done and to bill the resident. No lot or part thereof shall be used or occupied injuriously to affect the use, occupation, or value of the adjoining premises for residence purposes, or the neighborhood where said lot is situated."

2. The Park Manager, the Corporation(s) President, and/or person(s) appointed by the manager/president shall have the right, but not the obligation, of entry onto a lot for purposes of repair, replacement of utilities, the removal of trees and mowing of grass as shall be deemed necessary. The resident may be billed for such services.
3. The Park Manager, the Corporation(s) President, and/or person(s) appointed by the manager/president shall have the right, but not the obligation, of access to any Resident's (Definitions A2), property solely to prevent imminent danger to the occupant or the mobile home.
4. The failure of the Corporations to exercise any right shall not operate to forfeit that right or any other rights of the Corporations. No waiver by the Corporations or any rule or regulation shall be deemed to constitute or imply a further waiver of that or any other rule or regulation. In simple terms, if the Park didn't enforce a rule in the past doesn't mean it can't enforce it in the future.

E. Property Policies

C&R#5 "Cleanliness of Premises: No lot, lots or portions thereof shall be used or maintained as a dumping ground for rubbish, trash, junk cars, junk trailers, or waste of any kind. All garbage and all other waste shall be kept and maintained in a sanitary container, and it shall be permissible for either municipal employees, holders or private garbage franchise or the said park owners/park office, to enter upon said premises for the purpose of removing said garbage and rubbish or junk cars and junk trailers. Purchaser/residents are responsible for the overall appearance of the mobile home site. It shall be kept in an orderly, neat and clean condition and free of litter. The mobile home must be washed or painted as needed. The park owner/park office reserves the right to have the work done and to bill the resident. No lot or part thereof shall be used or occupied injuriously to affect the use, occupation, or value of the adjoining premises for residence purposes, or the neighborhood where said lot is situated."

1. Residents are responsible for the overall appearance of the mobile home site and keeping the Park neat and clean. Compliance will be monitored by the Park's manager.
 - a. Trimming, watering, weeding and general care of the lawn, shrubs and trees is the responsibility of the homeowner throughout the year. Residents must notify the office of plans to install or remove deep rooted plantings. The Park reserves the right to prohibit certain installations or removal of deep rooted plantings.
 - b. When residents leave for an extended period of time, arrangements must be made for someone to watch over the mobile and complete necessary yard maintenance.
 - c. Each resident is required to keep his/her lot and driveway free of debris.
 - d. Garbage and recycling carts must be stored at the back of the carport or mobile. All garbage, recyclables, grass cuttings, leaves, trimmings, etc. will be placed at curbside according to published requirements of the waste contractor. Trash and yard waste cannot be placed at curbside more than 24 hours prior to scheduled pickup.
 - e. No open fires and/or burning of any types of materials are allowed in the Park. No personal fire pits/campfires are allowed at any unit.
 - f. Furniture used outdoors must be of clean and good condition.
 - g. Swimming pools are not permitted on any lot at any time.
 - h. Spas must be enclosed and screened from public view.

C&R#12 "All clotheslines must be the folding umbrella type. No stringing of clotheslines on carports, etc. is permitted."

C&R#4 "Use of Premises: No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. These activities include, but are not limited to, a home occupation that invites customers, clients or employees to the unit; door to door solicitation for business or other purpose and any illegal activities."

2. Park residents have the right to canvas and solicit as allowed pursuant to FL Statutes, regarding distribution of material relevant to the membership of the corporations.
3. Property and liability insurance is the responsibility of the Resident.
4. The Park denies any and all liability arising from accident or injury to any Resident, Guest, or Visitor on their property through use of the Park's properties. **Residents and guests use the facilities at their own risk.**
5. Highlands County is the zoning authority for this Park. Several different zoning areas exist within the Park. Residents must verify zoning and apply with the county for all pertinent permits when applicable.
6. Any planned remodeling and/or addition(s) to the external structure(s) of a mobile and/or on the property, must be reviewed and approved by the Grounds/Remodeling Committee prior to commencing any work. The resident must submit in writing the specifications and drawings of proposed work. Materials are available in the office to assist the resident in preparing documents to submit. The committee will review the submitted papers and determine if the proposed work may move forward. Once a project is approved by the committee, the resident will be directed, and is responsible for obtaining any permits required by the local government. Final approval is given by the county. Related C&R follow.

C&R#1 "**Construction of Home:** Purchaser agrees, that if no dwelling is on the unit at the time of the execution hereof, to place a mobile home on the unit within six (6) months of the closing of this contract and to complete such construction within two (2) months from the date of commencement. No construction shall commence until park office has approved the plans for such construction and the builder selected by the Purchaser. In approving the plans, the park office may require the use of approved exterior designs and elevations, materials, colors and finishes."

C&R#2 "**Fencing:** Any fence erected on or around a lot shall not exceed 4 feet in height and shall be constructed of chain wire only or other type of fencing approved by park office, and be kept in good repair."

C&R#3 "**Easements:** Easements for installment and maintenance of utilities and drainage facilities are hereby reserved as shown on the aforesaid plat and on the following areas, namely, 5 feet within each side boundary of each said lot and 10 feet within the rear boundary of each lot. Front easement to be in conjunction with county requirements."

C&R#19 "**Utility Responsibility:** Any obstruction of the lateral sewer line from the mobile home to main is the responsibility of the unit owner or tenant. Owners shall maintain all electrical lines and equipment including and from the meter provided by the electric utility to the home in a good and safe condition. Owner is responsible for all utility wires, pipes and lines, including septic systems that provide service from the meter and/or main access into the home."

C&R#9 "**Disaster Repairs:** A trailer burned or damaged by any casualty whatsoever rendering same unit unfit for normal occupancy or unsightly in appearance, shall be fully repaired or replaced by a trailer of equal value (no older than 10 years) or by the complete removal thereof from said lots by its owner within a period of 120 days immediately following the fire or damage thereto. Upon the lot owner's failure to comply with this covenant, the burned or damaged trailer shall be considered junk and may be removed by the owner of any lot in said subdivision, upon the expiration of 30 days following the delivery of written notice to the owner of said lot by registered mail, or personal service, of such intention to remove said trailer."

C&R#18 "**Contractors:** All lawn maintenance and other contractors must be licensed, carry workman's compensation and furnish a copy for the office files. It is the owner/tenant's responsibility to make sure their contractors comply."

C&R#7 "**Signage:** Owners are permitted to display a "For Sale" sign not to exceed 18" x 24". The sign must adhere to the rules of the Real Estate Commission. This sign may be displayed in the front only. **No other sign may be displayed on the premises.** The message on the sign shall be limited to the words "For Sale", "By Owner", or contain the name of the Real Estate Broker and telephone number of the Broker. No other message shall be permitted. The sign may not contain wording relative to the purchase price."

7. Park residents are prohibited from placing any signage in or on their property. Exceptions by board approval only. Additionally Park residents have the right to canvas and solicit as allowed pursuant to FL Statutes, regarding distribution of material relevant to the membership of the corporations.

F. Guest & Visitor Policies

1. Refer to Definitions (section A., #12. & #13).
2. All guests are allowed a total of 30 days per calendar year of overnight guest visitation, unless a longer period is approved in writing by the boards.

3. No guests may stay in a home without a resident present, unless **approved in writing** by Boards/Office.
4. Any child born to or adopted by a Resident who is living in the Park will necessitate that the Resident move out of the Park within six (6) months. If longer time is needed, board approval is required
5. Professional child care and babysitting are prohibited.

G. Pet Policies

C&R#6 "Pet Policy: No animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs and cats as household pets may be kept on a leash provided they are not kept, bred or maintained for sale or any commercial purpose. Each and every owner of pets kept and maintained on said premises covenants and agrees that said pets shall be inoculated as required by state and local health regulations, and that all facilities for the housing of said pets shall be maintained free of odors and in a sanitary condition. **The park owners/park office have a pet policy of two (2) pets permitted per mobile home.** The pet can be exercised on the 13 ½ acres of designated property on Stephen/Pepper Drive and must be kept under control at all times. Pet owners must keep their pets on a leash when not in the designated exercise area and must clean up after their pets. Barking must be kept to a minimum. Vicious breeds as determined by the park owners/park office's insurance carrier are prohibited

1. Upon Approval, a Resident of the Park, must register all pets in the office.
 - a. A license tag from the Park will be issued.
 - b. Pets must wear the tags on their collars or leashes when outside their homes.
 - c. There is a onetime registration fee of \$5.00 per pet.
 - d. Failure to register your pets may result in a fine of \$25.00 per pet.
2. The following breeds or types of dogs determined to be dangerous by the Florida Manufactured Home Insurance, INC, and the Park's insurer are NOT allowed in the park: Akita, Chow, Doberman Pinscher, German Shepherd, Pit Bull, Presa Canario, Rhodesian Ridgeback, Rottweiler, Staffordshire Terrier, any large Terrier breed descended from dogs bred for fighting, Wolf hybrids
3. All pet owners must carry sufficient homeowner's insurance to cover any liability that may arise from their pet's actions.
4. Upon confirmation of these R&R, all pets currently registered in the Park will be allowed to stay. Pets grandfathered in by these R&R **may not be replaced** at death if the total count of pets in the unit would be over two (2).
5. Pets must be kept in control at all times. Any Resident who cannot control their animal will be reported to the Highlands County Animal Control.
6. Other residents' property is to be respected at all times.
7. Pet owners must clean up their animal's feces.
8. An adult must be in attendance when exercising a pet.
9. Highlands County Regulations:

All pet owners must comply with the above R&R as well as the following county ordinances.

- a. It is unlawful for an individual who owns, harbors or keeps a dog or cat to allow the animal to roam, wander or run at large on or about public streets, right-of-way, or places in the unincorporated area of the county. (Leash Law)
- b. The person managing an animal when walking or exercising must be of sufficient maturity to control said animal. (Leash Law)
- c. Any person identified as the feeder of animals, other than those on their own personal property, will incur all of the costs involved in case of personal injury or property damage. (Highlands County Animal Control)
- d. Traps for animals running free may be obtained from Highlands County Animal Control

H. Selling - Sub-Letting – or Removal of Mobiles

1. As a courtesy to the Francis I community, any owner who decides to sell or sublet their property/mobile is required to give written notification to the Park Office of their intention.
2. Prior to any lease or sale, the prospective Residents, i.e. buyers, subletters, must complete the application process for residing in the park and receive consent from the Approval Committee. This process is previously detailed in *Section B, Residency Requirements* and is applicable to this section as well.
3. A mobile home may be rented for a period of no less than two (2) consecutive months. Park owned properties are rented for a minimum of three (3) consecutive months. At least one of the prospective sub lessees must be 55 years of age or older, and none younger than 45 years of age.
4. Signage Rules applicable to brokers and property owners:

C& R#7 Signage: Owners are permitted to display a "For Sale" sign not to exceed 18" x 24". The sign must adhere to the rules of the Real Estate Commission. This sign may be displayed in the front only. No other sign may be displayed on the premises. The message on the sign shall be limited to the words "For Sale", "By Owner", or contain the name of the Real Estate Broker and telephone number of the Broker. No other message shall be permitted. The sign may not contain wording relative to the purchase price.

"Information Tubes" attached to the sign are permitted.

5. It is the policy of this Park that no person shall own or have any ownership or leasehold interest, directly or indirectly, in more than two units at any given time. Exceptions to this rule may be granted by the Board.
6. If the procedures outlined above are not followed, the home must be removed when sold and the lot cleared of all debris by the owner at their expense.
7. Any Resident intending to remove his/her home from the Park must give the Office five (5) business days written notice. The homeowner is responsible for rent and/or maintenance fees for the lot upon which the home was located to the last day of the month during which the home was moved. The homeowner will be responsible for the lot to be cleared of all debris and slabs at their expense. The Manager will supervise the removal of the home, and sign off on the lot clean up.

I. Vehicular Policies

1. Definitions:
 - a. Vehicle refers to any mobile item which normally uses wheels, whether motorized or not.

- b. Vessel refers to every description of watercraft, barge, and air boat used or capable of being used as a means of transportation on water, other than a seaplane or a "documented vessel" as defined in *FL Statute 327.02(9)*.
2. Any person operating a motorized vehicle within the Park must be of legal driving age.
3. All drivers in the Park must obey standard driving laws and regulations applicable outside the Park.
4. The speed limit for all vehicles in the Park is 10 miles per hour.
5. Pedestrians, wheelchairs, bicycles, golf carts and motorized handicapped assisted scooters all have the right-of-way on the streets in the Park.
6. All vehicles within the Park must be properly muffled, lighted and identified with state-issued tags/plates. This includes all boats and trailers. Tags/plates are not required on golf carts.
7. No commercial vehicle may be parked overnight at any lot without Board/Office permission.
8. Only minor vehicle repairs (changing tires and batteries) are permitted within the Park.

J. Parking Policies

1. Parking of any vehicles/vessels on the grass, or in empty lots is prohibited, with the exception of temporary parking during the day provided the resident's permission is obtained. There is no overnight parking on grass or empty lots.
2. Parking on unoccupied driveways is prohibited without the homeowner's approval in writing and on file in the office.
3. A dedicated golf cart parking area is permitted on each lot; the area must be finished with gravel or paver stones.
4. Temporary parking of RVs, trailers, and/or vessels on streets for the purpose of loading, unloading, and cleaning is allowed for 48 hours only.
5. All vehicles/vessels at a lot must be completely parked on the driveway. Otherwise the vehicles/vessels must be placed in the storage area.
6. Handicap Parking - Only those vehicles/vessels with current Handicap Parking tags/permits, permanent or temporary, properly displayed shall be allowed to park in designated Handicap Parking spaces as per *F.S. 316.1955*.
7. Street Parking
 - a. Consideration of others should be followed at all times when parking.
 - b. Street parking is allowed as designated by posted signs.
 - c. Intersections, driveways and mailboxes are not to be blocked by a parked vehicle/vessel.
8. Common Areas Parking
 - a. Parking on Park owned common areas is prohibited without authorization from the Park Office: including picnic area, easements, open/vacant lots and fields.

- b. Temporary Parking Permits will be issued by the Office on a case-by-case basis. Permits shall be visible at all times.

9. After Hours Parking Policy

- a. When vehicles/vessels enter the Park after regular business hours, a temporary grace period of 24 hours is allowed to obtain necessary permit(s) and storage space assignment(s).
- b. Owners of vehicles/vessels are required to obtain necessary permits from the office at the beginning of the next business day.

10. Storage Area Parking

- a. The Storage Areas are Permit Parking only. All vehicles and vessels must be registered at the office. Each item will be issued a permit, as well as an assigned space.
- b. Permits will be issued for a 12 month period, and must be renewed every yearly.
- c. Permits must be prominently displayed on each vehicle/vessel.
- d. Vehicles/Vessels in the Storage Area must have current state issued tags, if required by the state of permanent residence, and be "street worthy."
- e. All large commercial vehicles must be parked in the storage area.

11. Towing Policy

- a. Failure to follow any of the previously stated *R&Rs* related to vehicle(s)/vessel(s) and/or parking of such may result in towing at the owner's expense. The Park Manager, or in his/her absence, the President of the Amenities Board of Directors, shall have the authority to contact the designated towing company.

K. Recreational Facilities

- 1. All equipment and facilities will be used at your own risk.
- 2. For your safety and convenience, rules regarding each facility (laundry, clubhouse, pool, etc.) are posted in their respective areas. Failure to observe these rules will be cause for restricted use.
- 3. The Clubhouse is for the mutual use of all residents and their guests/visitors.
- 4. All activities must be booked through the Fund Raising Committee and placed on the Activities Calendar. Events will be placed on the calendar on a first-come, first served basis.
- 5. Residents are responsible for their guest's behavior. It is the resident's responsibility to see that guests aged sixteen (16) years or younger, are supervised by an adult when using all of the recreation facilities, including the pool.
- 6. There is no charge to use the facilities for regular park activities held in and around the Clubhouse, i.e. coffee hour, breakfasts, lunches, special events or park fundraising events.
- 7. There is a charge of \$25.00 per six-week session per instructor for classes taught to residents in the clubhouse.
- 8. There is a rental fee of \$100.00 if a resident wishes to use the clubhouse for a private function that is closed to other residents, or if the resident is using the event to generate income.

9. Pool tags or temporary passes are required of all persons who use the pool. Permanent passes are distributed to residents when they request them. Temporary passes are mandatory for guests/visitors and obtained through the office for a minimal fee.
10. When a Resident rents/sublets their property, the right to use Park amenities is transferred to the renter/subletter.

L. RV Policies

RVerS are expected to follow all the *C&R* and *R&R* outlined in this document. When the lot was reserved detailed information regarding the RV section was distributed. In addition, there are other specific policies.

1. Quiet time is between the hours of 10:00 p.m. and 7:00 a.m.
2. Personal mail should be sent to the RV site address, not the Park office. You purchase a key for the mailbox in the RV section when you arrive.
3. In an emergency, a personal message may be left at the Park office and will be delivered to you. Otherwise it is your responsibility to let people know how to contact you.
4. There is a laundry room located on the south-east side of the clubhouse. There are also restrooms and showers available on the north-east side of the clubhouse. These are used on a first come first serve basis between 8:00 a.m. and 8 p.m. daily. You are expected to clean up any area used before leaving.
5. RVerS who are year-round renters may wash their coach/camper/mobile up to twice (2 times) per year. Other RVerS may wash the coach/camper/mobile once (1 time) during their stay. Management reserves the right to adjust monthly rates if water conservation is not practiced. There is a local business on US 27 that has a RV sized stall for washing vehicles.

M. Fire, Emergencies and Safety

C&R#9 "Disaster Repairs: A trailer burned or damaged by any casualty whatsoever rendering same unit unfit for normal occupancy or unsightly in appearance, shall be fully repaired or replaced by a trailer of equal value (no older than 10 years) or by the complete removal thereof from said lots by its owner within a period of 120 days immediately following the fire or damage thereto. Upon the lot owner's failure to comply with this covenant, the burned or damaged trailer shall be considered junk and may be removed by the owner of any lot in said subdivision, upon the expiration of 30 days following the delivery of written notice to the owner of said lot by registered mail, or personal service, of such intention to remove said trailer."

1. In the event, you have called for fire, police or ambulance assistance, notify the office of the emergency. After business hours, please leave a message on the office answering machine.
2. If you feel you have witnessed illegal activity, your first call must be to the police. The office cannot and will not address issues that should be handled by the police.
3. All homeowners should know the importance of hurricane preparedness.
 - a. Homeowners who are gone for an extended period of time during hurricane season are responsible to see that all items on the exterior areas of the home site are properly secured, including awnings.
 - b. All homeowners are responsible for removal of damaged property.

N. Monetary Polices

C&R 10 Maintenance Assessment: The said park owners/park office reserve the right to maintain streets, parks, amenities and the right to enter upon all lots for the purpose of mowing and cleaning said yards, parkways and to prevent said lots from creating an unsightly appearance and further reserve the right to maintain all recreational areas and such other areas used for public purpose as shall from time to time be determined by the said park owners/park office. Each lot conveyed in said subdivision shall be subject to a monthly charge of \$52.78 per lot, which amount is based upon the cost levels prevailing on January 1, 2009. Future monthly charges shall be in the sum of dollars equivalent to the purchasing power of \$52.78 per lot on January 1, 2009. If, during the period of this agreement, the scale of wages for labor and the cost of materials required for such service are increased, then all purchases of a lot, either prior or future ones, agree that the costs and charges incident to said maintenance and services shall be increased to the point of absorbing the additional cost of labor and materials necessarily paid by the said park owners/park office. The changes in the purchasing power of the dollar resulting in the increase or decrease of said monthly charges shall be in addition to interest of twenty-five (\$25.00) dollars or five percent (5%) of each past due installment. Interest/finance charges in the amount of eighteen percent (18%) per annum are charged on all open balances.

1. All rent and maintenance fees are due by the 1st of the month.
2. Payments are considered late not received by close of business on the 10th of the month. Office hours are posted.
 - a. There is an administrative late fee of \$25, if rent and/or maintenance fees are late.
 - b. There is a \$25 fee for returned checks.
3. In addition to the rent and maintenance fees, fines will be charged pursuant to the law, *Florida Statute 719*.
4. All charges and financial obligations must be paid to the Park office before a mobile home can be sold or removed from Francis I Mobile Estates.

O. Compliance with Rules – Reason to Evict

C&R #16 Eviction from Park: The park owners/park office may evict a lot owner for failure of the purchaser of the mobile home situated in the Park to be qualified and obtain approval to become a resident by the park owners/park office, such approval being required.

1. Any act which endangers life, health, safety, property or peaceful enjoyment of the Park or its Residents is grounds for eviction under *Florida Law*, see statutes 719 and 723.
2. Conviction of a federal or state law or local ordinance that may be deemed by the Park to be detrimental to the health, safety or welfare of other Residents.
3. Failure to comply with provisions of the governing documents as outlined in Section C.
4. Repeated violation the governing documents within twelve (12) months is unequivocal grounds for eviction.
5. Nonpayment of rent and/or fees.
6. A change in the use of the land comprising the Park or portion thereof.
7. Violation of the lease agreement between the Park and a Lessee(s).
8. Any owner of a pet that creates a nuisance through excessive noise, viciousness, or is allowed to roam freely throughout the Park will be subject to any and/or all of the following: fines, having the pet

removed from the Park, eviction as determined by the Manager and Boards of Directors.

9. Any owner found leaving pet excrement, whether on Park property, or another Resident's property will be subject to any and/or all of the following: fines, having the pet removed from the Park, eviction as determined by the Manager and Boards of Directors.

These Rules and Regulations are for the benefit of the entire park. We recognize there will be extraordinary circumstances that will require exceptions to be considered. If there is any question regarding any rule, or possible exception, please contact the Park Office in writing.