

RULES AND REGULATIONS

OF

PINE TREE PARK CO-OP, INC.

EXHIBIT "A"

PINE TREE PARK CO-OP, INC.  
A RESIDENTIAL COOPERATIVE

RULES AND REGULATIONS

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the Members and Tenants of the PINE TREE PARK CO-OP, INC. (hereinafter called the "Community") and to improve and maintain the appearance and reputation of the Community.

These rules have been established by the Board of Directors of the PINE TREE PARK CO-OP, INC. (hereinafter called the "Corporation") OWNER OF THE Community, and may be changed from time to time to achieve this and other purposes. Notice of changes in these rules shall be given to the Members or Tenants at least ninety 90 days prior to the date of the implementation of the changes.

I DEFINITIONS

1. Board of Directors – "Board of Directors" shall mean the current board of directors of PINE TREE PARK CO-OP, INC. a Florida not-for-profit corporation.
2. **Community** – "Community" shall mean PINE TREE PARK CO-OP, INC.
3. **Cooperative Fee or Co-Op Fee** – "Cooperative Fee" or "Co-op Fee" shall mean the monthly maintenance and/or common expenses paid by the Member to the Corporation in accordance with the maintenance schedule established by the Corporation from time to time, which fee shall be due and payable by the Member on or before the 1<sup>st</sup> day of each month, and be delinquent after the fifth (5<sup>th</sup>) day of the month. Delinquent Co-Op Fees are subject to a late charge of in an amount not to exceed the greater of *TWENTY-FIVE AND NO/100 DOLLARS (\$25)* or five percent (5%) of each such delinquent payment. If the Co-Op Fee is delinquent due to a returned check, all bank charges shall be charged to Member. Any legal fees incurred by the Cooperative in collecting any such delinquent Co-Op Fee, late charges or bank charges shall be due and payable from the Member.
4. **Tenant- Rent and Other Charges-** "The term lot rental amount means all financial obligations, except user fees, which are required as a condition of the tenancy," as set forth in section 723.003(2), FS. The rental fee is due on the 1st day of each month, and is delinquent after the fifth (5<sup>th</sup>) day of the month. Delinquent Rental Fees are subject to a late charge of in an amount not to exceed the greater of DOLLARS-(\$ ) or five percent (5%) of each such delinquent payment. If the Lot Rent Fee is delinquent due to a returned check, all bank charges shall be charged to Tenant. Any legal fees incurred by the Cooperative in collecting any such delinquent Rental Fee, late charges or bank charges shall be due and payable from the Tenant.
5. Corporation – "Corporation" shall mean PINE TREE PARK CO-OP, INC., a Florida not-for-profit corporation, the owner of the Community and landlord to Members and Tenants.
6. Guest – an "invitee" (guest) is defined as a person whose stay at the request of a Resident (mobile Home Owner) does not exceed fifteen (15) consecutive days or 30 total days per

year, unless such person has the permission of the Corporation "Park Owner" or unless permitted by a properly promulgated rule or regulation. The spouse of a Resident shall not be considered an invitee. For the protection and safety of all Residents, Guests who stay in the Community for more than twenty-four (24) hours must register their names with the Management. Any guest "invitee" that is not registered with the Co-Op, will be asked to leave the premises immediately. Guests "Invitee" are entirely (financially and legally) the responsibility of their host Resident "Mobile Home Owner" and must comply with all Community Guidelines. The Community facilities are primarily for the use and enjoyment of the Residents' "Mobile Home Owner". When conditions permit and facilities are not overcrowded, registered Guests' "Invitee" will be permitted to use the facilities. All guests "invitee" must be accompanied by the host Resident "mobile home owner" at all times when using any Community facilities.

7. Management – "Management" shall mean the professional manager employed by the Board of Directors and the Corporation to manage the Community.
8. Member – "Member" shall be the person or persons owning a Membership Certificate issued by the Corporation pursuant to the Articles of Incorporation and the Bylaws.
9. Resident – "Resident" or "Residents" shall refer to both Members and Tenants.
10. Tenant – "Tenant" shall mean an occupant of a manufactured home in the Community who is not a Member, but who occupies the Unit (as hereinafter defined) of a Member or a manufactured home owned by the Corporation, or a person who is not a Member but owns their own home which is located on a Unit owned by the Corporation.
11. Unit – "Unit" or "Units" shall refer to the cooperative parcel upon which a Member's manufactured home is located or a rental parcel upon which a Tenant's manufactured home is located, as said parcels are shown on the Plot Plan which is Exhibit "10" for Members and Exhibit "B" for Tenants, to the Prospectus.

## II MEMBERSHIP/TENANTS IN THE COOPERATIVE

1. It is the intent of the Corporation that the Community be operated as "housing for older persons" in accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time, "HOPA"). Under HOPA, "older persons" are defined as persons fifty-five (55) years of age or older. The Community complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. Unless they were already in residence prior to the formation of the Cooperative, at least eighty percent (80%) of all occupied Units within the Community must be permanently occupied by at least one Resident fifty-five (55) years of age or older. All Residents of the Community must be at least fifty-five (55) years of age. All prospective Residents of the Community will be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age such as a valid driver's license, birth certificate or passport. Under HOPA, the Corporation may, in its sole discretion: (a) modify this requirement, (b) limit its enforcement, or (c) strictly enforce this rule as a result of its interpretation under Federal or State law. If the manufactured home is sold to someone who is not approved by the Screening Committee, the home must be moved from the Community at time of sale.

2. Every person desiring to become a Member or Tenant of the Cooperative must fill out a membership or tenant application form. Management will use the application (which may include credit and criminal background checks) to determine if the applicant is qualified to become a Resident in the Community and a Member or Tenant of the Cooperative. Approval for residency and membership or tenancy is at the sole discretion of the Board of Directors, but shall not be unreasonably withheld. At the time of application, the applicant must also present to Management for copying documentation of the age of all proposed occupants of the manufactured home, which documentation shall include two (2) of the following:
  - (a) Current driver's license;
  - (b) Birth certificate;
  - (c) Current passport;
  - (d) Current immigration card; or
  - (e) Such other documentation of comparable reliability containing a birth date.
3. The Board of Directors must approve or reject applications for purchase of Membership or Tenancy in the Corporation. All applicants for Corporation membership or tenancy shall be considered desirable and compatible with the community in order to be approved for admittance and must meet certain financial criteria as established by the Board of Directors.
4. The Corporation reserves the right to refuse admittance to any prospective Member or Tenant on the basis of the criteria established to determine the background, character and financial responsibility of prospective Members or Tenants.
5. The Corporation reserves the right to require an application fee not to exceed the greater of (\$100.00) or the maximum cost allowed under §719.106 (1)(i), Florida Statutes for prospective members, and as per Section 723.041 Florida Statutes for prospective Tenants to defray any cost connected with the screening. The failure of any prospective Member or Tenant to provide general background information, personal references and proof of financial responsibility shall be deemed a cause for refusal of membership or tenancy.
6. Determination by the Corporation that the Member or Tenant misstated or misrepresented any information on any application or entry forms required by the Corporation prior to admittance as a Resident of the Community and a Member or Tenant of the Corporation shall constitute a violation of these Rules and Regulations, and the Corporation shall have all rights and remedies permitted in the Declaration of Master Form Occupancy Agreement or Tenancy Lease Agreement and under Chapter 719, Chapter 723, Florida Statutes.
7. OFAC REPRESENTATION. Resident hereby represents that neither Resident, nor any person who resides or is proposed to reside with Resident in the Community is or will be a Prohibited Person, as that term is hereinafter defined. A "Prohibited Person" is any entity, person or party: (i) that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order 13224 issued on September 24, 2001 ("EO13224");(ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various media including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/> (the "OFAC List"); (iii) who

commits, threatens to commit or supports "terrorism," as that term is defined in EO13224; or (iv) who is otherwise affiliated with any entity or person listed above.

8. Conviction of a violation of a federal, state or local ordinance, which violation may be deemed detrimental to the health, safety or welfare of other residents of the mobile home park will be grounds for eviction.
9. Renting/Sub-leasing your mobile home

All unit owners who wish to rent/lease their home must advise their prospective tenants that they must be approved and be registered at the office of Pine Tree Park Co-Op, Inc. prior to their arrival. At least 1 person must be at least 55 years of age or older. The mobile home owner must comply with (HOPA) rule. **A one hundred dollars (\$100.00)** Registration/administrative fee is required. Application form for sub-leasing is available at the office.

Owners who lease their home on a yearly basis and renew the same lease to the same leaser, only a one time application/administrative fee applies. Those who rent or lease for a seasonal portion of the year (snowbirds) and return the following year are considered as a new applicant therefore the registration/administrative fee applies and must re-register at the office.

The mobile home owner who rents/lease his home will be held responsible for the payment of the application/registering fee if his/her tenants fails to pay and or register. It is the responsibility of the unit owner to provide the application form and the rules and regulations to the renter/leaser.

### III THE MOBILE HOME

1. Prior to the installation of any newly-purchased mobile home, the Member or Tenant shall submit to the Board of Directors an application to install, on an approved form, indicating all required information. Any new mobile home must be at least 14 feet wide and 56 feet in length (without Carport or Florida Room), or if double wide, it must be at least 24 feet wide and 40 feet in length (without Carport or Florida room). The maximum length and the optimum position on the Unit will be determined upon examination of the site by the Board of Directors including the design of all appurtenances and additions "meaning any new permanent and or temporary attachments' to the home or lot" must be approved by the Management and the Board of Directors. All appurtenances and additions are at the options of the mobile home owner.
2. No construction by Resident of any new structure or additions to existing structures shall commence prior to Resident submitting drawings and specifications to the Management and obtaining written approval of the Board of Directors to proceed with the construction.
3. Exterior antennas, satellite dishes and other external signal receivers must be approved by the Board of Directors. The Federal Communication Commission has established guidelines for the installation of these devices and prohibits the Corporation from not allowing the devices unless they cause a safety problem or interfere with the community's infrastructure.

As these rules change from time to time with technology advances, please consult with the Board of Directors prior to installation.

4. Mobile home tie-downs and blocking must comply with all applicable government laws, ordinances and regulations.
5. Outside street lights are to be kept lit from sunset to sunrise, twelve months a year. Failure to adhere to this rule after oral, written and or electronic (e-mail) notification from management will result in a (\$ \_\_\_\_\_) fine for each day of the violation.
6. All homes must be identified with the street number clearly identified on the mailbox or home.

#### IV. MOBILE HOME SITES

1. Mobile homes shall be attractively maintained and comply with all applicable laws, ordinances and regulations of state, county, or Community as from time to time amended. Residents planting trees, shrubs and flowers must first coordinate with Management to avoid damage to underground facilities and for lawn maintenance considerations. Newly-planted trees and shrubs are to be planted a minimum of six feet apart or in accordance with the current Municipal codes.
2. Residents are responsible for the overall appearance of the mobile home site. Sites shall be kept orderly, neat, clean and free of litter. Watering, weeding, replacement of lawn by sod or grass seed and general care of the lawn, planters, trees and shrubs are the responsibility of the Member or Tenant. No lawn shall be mowed before 8:00 A.M. No lawn mowing is allowed on Sunday.
3. No clotheslines (or clothes racks in Florida Rooms) are allowed in the Community.
4. Garden hoses are not to be attached to electric panels or poles or sewer vents. No plantings or parts of plantings shall be within six (6) feet of any electrical panel on the meter side and within four (4) feet on the back side.
5. Flowers, trees, shrubs, and lawns may be watered only by hand sprinkler, hose in hand when water is running. No set sprinkler or soaker hose will be allowed. Prudent use of water for all purposes should be of first consideration at all times by everyone.
6. No palms of any type shall be removed or sold to anyone.
7. No trees of any type shall be removed or sold to anyone. Maintenance, care and removal of trees located on the Resident's Unit shall be at the sole expense of the Resident; however, removal of any tree located on Resident's Unit must be first approved in writing by the Corporation.
8. Your Driveway and or Florida Room shall not be used as a storage. Failure to comply after proper notice to member and or tenant will be assessed a (fine) (\$ \_\_\_\_\_) per day.

9. Mobile home sites not maintained to standards satisfactory to the Corporation will be maintained by the Corporation. All cost incurred to correct the situation will be charge to the mobile home owner responsible for the matter.  
No permanent decorations (marble, cement or plastic figurines, flowers) are permitted.
10. Fences - In the interest of maintaining an openness for all Residents, no fences of any kind (frost, wood, plastic, composite or tree) are permitted.
11. Spa/Hot tub – Spas and or hot tubs of any kind are not permitted outside your home.
12. All utilities (telephone, internet, cable and satellite) are paid individually by the Resident:  
The Corporation reserves the right to charge the resident or tenant for water, sewer, garbage and all taxes as part of monthly maintenance fee or rent.
13. Any clogging of the sewer line from the mobile home to the main line is the responsibility of the Member or Tenant. If the Corporation is called upon to correct any clogging of the sewer line, the plumber's charges will be assessed to the Member or Tenant if the clogging is between the mobile home and the main line.

#### V CLUBHOUSE

1. The Clubhouse is open to all Residents and their guests during the hours of 6:00 a.m. until 11:00p.m., seven (7) days per week. Guests or visitors must be with Residents when using the recreational facilities.
2. Residents "MEANING MOBILE HOME OWNERS WHETHER A LOT RENTAL AND OR SHAREHOLDER" may reserve the use of the Clubhouse when such use does not interfere with a Community function. The Resident shall pay a (\$\_\_\_\_\_) fee for the use of the Clubhouse and an additional fee of (\$\_\_\_\_\_) to also use the kitchen, together with a (\$\_\_\_\_\_) fully-refundable security deposit against clean-up and damage. All such use of the Clubhouse and kitchen, if applicable, will be granted only with a five (5) day advance approval from the Management. Kitchen facilities are not for personal use.
3. Bicycles are to be left at the parking lot at the Clubhouse, not brought onto the Clubhouse grounds. This does not apply to motorized wheelchairs or any other mechanical devices to assist the handicapped.
4. No bare feet are permitted in the Clubhouse.
5. No children are permitted in the Clubhouse, recreation area or pool after 9:00 p.m., unless it is a special occasion. No children are permitted in the exercise room or billiard room without adult supervision.
6. All chairs, tables or any other equipment in the Clubhouse is to remain in the Clubhouse. After use of any such equipment, the person making the use thereof shall promptly restore and replace the same to the storage area. At no time will any of the equipment be loaned to any Resident of the Community without the prior permission of Management.

7. No person shall at any time be allowed in the Clubhouse areas unless wearing a shirt other than an undershirt.

## VI SWIMMING POOL & HOT TUB

1. Swimming Pool. The swimming pool is open daily from 6:00 a.m. until 11:00p.m. for Residents and their guests. The Swimming Pool has a capacity of forty-eight 48 people.
2. Hot Tub. The hot tub is open daily from 6:00 a.m. until 11:00 p.m. for Residents and their guests and has a maximum capacity of ten (10) people.
3. There is no lifeguard on duty at any of the pools or the hot tub. SWIM AT YOUR OWN RISK.
4. All persons must shower before entering the pools-or hot tub. No shampoo or soap of any kind in the Pool or Hot Tub.
5. The wearing of oil in the pools or hot tub is prohibited.
6. Children must be accompanied by a Resident of the Community at all times.
7. Hours for children at the pool or hot tub are from 10:00 a.m. to 5:00p.m.
8. No toys, inner tubes or rafts are permitted in the pool or hot tub.
9. No young children are permitted in the pool or hot tub in diapers. No children are permitted in the pool or hot tub who are not toilet trained.
10. People with shoulder-length hair or longer must have it confined in a barrette or rubber band.
11. The Corporation will not be held responsible to Residents or their guests for any injuries or lost articles.
12. When using any of the on-ground chairs or lounges, please return them to their original place before leaving.
13. No food or drink shall be permitted in the pool area, except on pre-approved occasions. Approval must be obtained from the Management. Food is never to be at poolside, only on the patio. Glass containers are never permitted in the pool and hot tub and patio area.
14. No equipment shall be removed from deck area.
15. No pets are permitted in the pool, hot tub, or patio area.
16. Please use side entrance of Clubhouse for restrooms.

17. Use of the Handicapped pool chair is restricted to those with disabilities.

VII SHUFFLEBOARD COURTS

1. The shuffleboard courts are available for use by Residents and their guests seven days per week.
2. Please sweep the court you are using before playing and after.
3. All equipment must be returned to the equipment building after use. Do not walk on courts.

VIII TENNIS COURTS

1. Lighted tennis courts are available for the use of the Residents and their guests seven days per week from 6:00 a.m. until 11:00 p.m.
2. Proper tennis shoes, attire and conduct will be required of all Residents.

IX HORSESHOE PITS

1. The horseshoe pits are available for the use of the Residents and their guests seven days per week from 6:00 a.m. until 11:00 p.m.

X PETANQUE COURTS

1. The Petanque Courts are available for the use of the Residents and their guests seven days per week from 6:00 a.m. Until 11:00p.m.

XI DOCKS

1. The Cooperative's public docks are available for the use of the Residents and their guests seven days per week from 6:00 a.m. until 11:00 p.m. Dock fees apply and must be paid monthly to Management. Access to the Dock is limited to slip renter only and their guest(s). Anyone renting a boat slip must provide Management with proof of insurance naming Pine Tree Park Co-Op, Inc., as the additional insured. Coverage must be for \$1,000,000. No live-aboard and no bar-b-cues allowed in dock area.

XII GUESTS

1. A guest "invitee" may remain with a Resident "mobile home owner" for no more than fifteen (15) consecutive days or 30 days per year, unless such person has the permission of the Corporation or unless permitted by a properly promulgated rule or regulation.
2. The Resident is responsible for acquainting his guests' "invitee" with the rules and regulations of the Community.

3. Guests under the age of ten shall be accompanied by an adult when leaving the lot where they are visiting.

### XIII PETS

1. Residents owning Existing Pets shall register said Existing Pets with Management.
2. All pets must be approved by Management in writing before the pet's owner moves into the Community, or before Resident obtains a pet after move-in.
3. The following regulations must be complied with at all times by Resident and their pet(s).
4. Resident may keep no more than two (2) pets, none of which shall exceed twenty five(25)pounds or twelve (12) inches in height at maturity, defined as follows:
  - i) Dog;
  - ii) Domestic cat;
  - iii) Bird;
  - iv) Fish;
  - v) Other domestic animal as approved by Management
5. No exotic pets are allowed in the Community.
6. No more than two (2) pets of any kind per household.
7. Pets over 25 pounds are not permitted.
8. Noisy or unruly animals, animals considered dangerous or vicious by Management, and animals with respect to which other Residents file justifiable complaints with Management must be removed from the Community. No animal which has been removed from the Community under this rule shall thereafter again be permitted within the Community.
9. Certain breeds of dogs whose temperament and disposition are generally regarded to be dangerous or vicious are not allowed within the Community under any circumstances. This includes, but is not limited to, Pit Bulls, German Shepherds, Rottweiler, Chows, Doberman Pinschers, etc.
10. Each animal must be registered and identified as to owner in the Community office.
11. Exceptions for size and weight will be made for service animals which are licensed and registered for use by the disabled.
12. All pets must be on a leash no longer than six (6) feet any time the pet is outside of Resident's home.
13. Any animal left roaming the Community unattended may be removed by Management.
14. Pets may not be tied unattended outside of Resident's manufactured home at any time.

15. Pets may not be walked on the lawn of any Unit in the Community, other than Resident's Unit.
16. When walking the pet, Resident must have with them at all times a suitable means to pick up and properly dispose of all pet litter immediately. Pet litter or bird seed must not be buried or covered over, but must be put in a suitable closed container and placed in the garbage for trash collection. It is Resident's responsibility to maintain their Unit and surrounding area free and clear of pet litter (including bird seed) at all times.
17. Pet owners must comply with all applicable state, county and local laws.
18. No pet enclosures, including, but not limited to dog houses, are allowed. Pets must be kept inside Resident's home if unattended.
19. Excessive noise is not allowed, and pets must not annoy Resident's neighbors. Pets must not be left alone if they bark, cry or whine when by themselves.
20. No pets are allowed in the Community recreation or common areas at any time.
21. If for any reason your pet becomes lost or runs away, please notify Management at once to assist in its prompt return.
22. Guests' pets are permitted in the Community but must follow Park Rules regarding Pets.
23. If a complaint concerning a pet is received by Management and determined justifiable, the applicable Resident will receive a warning and a police report will be filed. If a second complaint concerning the same pet is received by Management after Resident has received the first warning, and Management determines the second complaint is justifiable, Resident may be required to permanently remove the pet from the Community.
24. Resident shall at all times be responsible for any and all damages caused by Resident's pet to property of the Community or another Resident in the Community, and for any and all injuries caused by Resident's pet.
25. Resident shall not conduct any breeding of any animal or commercial enterprise or activity of any kind in the Community.

#### XIV SERVICE ANIMALS

1. The Corporation recognizes that the American with Disabilities Act ("ADA") requires that a public accommodation modify its policies, practices or procedures to permit the use of service animals ("Service Animals") by an individual with a disability.

2. To qualify to have a Service Animal a resident must substantiate to Pine Tree Park Co-Op, Inc. that they meet the ADA's definition of "disabled" as set forth in 42 U.S.C. §12102. The ADA defines the term "disability," with respect to an individual, to mean:
  - (a) a physical or mental impairment that substantially limits one or more of the major life activities of such individual;
  - (b) a record of such an impairment; or
  - (c) being regarded as having such an impairment.
3. Florida and Federal regulations prohibit mere pets from being classified as "Service Animals." According to §413.08(1), Florida Statutes, a "Service Animal" is defined as an animal that is trained for the purposes of assisting or accommodating a disabled person's sensory, mental, or physical disability.
4. Federal regulations provide in relevant part, "Service animal means any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items."
5. To qualify to have a Service Animal, a Resident must substantiate to Management that their "Service Animal" has been trained to perform a function that assists or accommodates the Resident's sensory, mental, or physical disability, and must register the Service Animal with Management.
6. All Service Animals must comply with the following Rules and Regulations:
  - (a) Service animals must be housed inside Resident's home; they may not run loose in the Community nor be housed in an outdoor enclosure.
  - (b) Owners of Service Animals must comply with all applicable state, county and local laws.
  - (c) Residents shall at all times be responsible for any and all damages caused by Resident's Service Animal to property of the Community or another Resident in the Community, and for any and all injuries caused by Resident's Service Animal.

XV VEHICLES, TRAFFIC AND TRAILERS

1. Speed limit for all vehicles is fifteen (15) miles per hour.

2. Residents shall park their vehicles on their own lot and shall not park the same on the streets overnight. No overflow parking permitted at clubhouse, Residents must park in their own driveway.
3. No trucks, automobiles or station wagons, other than those which are of plain and attractive appearance, shall be permitted to park on the lots. All vehicles whose muffler does not conform to manufacturer standards will not be permitted in Pine Tree Park Co-Op, Inc.
4. Campers, motor homes, or travel trailers are not permitted in Pine Tree Park Co- Op, Inc.
5. No one at any time shall be permitted to sleep overnight in a camper, travel trailer, or motor home, even though such Unit may be self-contained.
6. Boats and/or trailers may not be stored in carports or driveways in Pine Tree Park Co-Op, Inc. Trailers are permitted to be stored in designated areas in the Park.
7. No commercial type vehicles may be owned, operated, or parked within the Community after 10:00 PM
8. Any vehicle parked on the street after 10:00PM will be towed at expense of Resident or Tenant. All and any incurred cost will be paid directly to towing company.
9. Parking on the grass is not permitted at any time.

XVI LAUNDRY

1. A coin-operated laundry is available for use by the Residents and Tenants only. Rules for the use of the laundry and outside lines are posted in the laundry area and must be observed by all users.

XVII REFUSE

1. All garbage and refuse must be securely wrapped in plastic bags and stored in garbage cans and only be placed next to the road on designated garbage collection days. All trash must be placed in containers and then placed beside street for pickup. No burning of trash, leaves, or other materials is allowed. Garbage cans shall be either galvanized or heavy duty plastic with tight-fitting lids. Bulk trash and Recycling is every Monday. Regular trash pickup is every Monday and Thursday.
2. Residents are not to dump refuse in any area of the Community.

XVIII MAIL

1. All Residents are to have a mail box.

XIX SELLING, SOLICITING AND SUBLETTING

1. No selling, soliciting, peddling or commercial activities of any kind are permitted within the Community. Notwithstanding, nothing herein prevents or infringes upon the right of a Member, Tenant or Tenant-Owner from canvassing manufactured home owners for the purposes described in Florida Statutes §723 and §719.
2. "For Sale" or "For Rent" signs may be displayed within the mobile home unit front window. General notices and articles for sale may be posted on the bulletin board provided for such purpose. Lawn signs are prohibited.
3. Members or Tenants shall not allow any other person or persons to occupy, use, rent, sublet, lease or sublease the home, or any portion thereof, or any portion of the unit, for fee or gratis, without the prior express written consent and approval of Management and the Board of Directors. Approval of the Board of Directors shall be required prior to Management issuing consent for such person or persons, and a personal interview with each such person or persons by Management at the Community office shall be required within three (3) days of such person or persons' arrival.
4. It is the intent of the Corporation that the Community be operated as "housing for older persons," in accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time, "HOPA"). Under HOPA, "older persons" are defined as persons fifty-five (55) years of age or older. The Community complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. Unless they were already in residence prior to the formation of the Cooperative, at least eighty percent (80%) of all occupied Units within the Community must be permanently occupied by at least one Resident fifty-five (55) years of age or older. All Residents of the Community must be at least fifty-five (55) years of age. All prospective Residents of the Community will be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age such as a valid driver's license, birth certificate or passport. All new Residents must be approved in writing by the Management before any sale of a Unit or manufactured home is consummated. If the manufactured home is sold to someone who is not approved by Management, the home must be moved from the Community within 30 days from time of sale.
5. Members or Tenants selling manufactured homes cannot guarantee the prospective buyer a Share in the Community.
6. Members or Tenants may sell their manufactured home without services of Management. However, prior to offering the manufactured home for sale, the Member or Tenant must inform Management, in writing, that the manufactured home is for sale and the price thereof. Pine Tree Park Co-op, Inc. has right of 1<sup>st</sup> refusal.
7. All manufactured homes within the Community must meet, at any time and from time to time, the then current Community established standards respecting the maintenance of the manufactured home, fire standards, health standards, and any and all other standards as

further imposed respecting the manufacture of manufactured homes by federal and state agencies inclusive of the Department of Housing and Urban Development.

8. "For Sale" Lawn signs are not allowed in Pine Tree Park Co-Op, Inc. No "Open House" lawn signs for the purpose of mobile home sales will be permitted, either by Members or Tenants or anyone representing Members or Tenants.
9. Carport or yard sales are not allowed except with the approval of the Board of Directors.
10. All sale and/or rental transactions must be handled by a sales/rental person representing the Community.
11. No resident/person is permitted to own more than one home in Pine Tree Park Co-Op, Inc. without the approval of the Board of Directors.
12. No manufactured home shall be removed or brought into the Community without the prior written approval of the Board of Directors.
13. **Any Member** intending to remove his or her mobile home from the Community must give the Corporation thirty (30) days notice in writing prior thereto. Member shall remain responsible for the Cooperative Fee until such time as their Membership has been either sold or re-conveyed to the Corporation, as set forth in the Declaration of Master Form Occupancy Agreement (the "Declaration").

**Any Tenant** intending to remove his or her mobile home from the Community must give the Corporation thirty (30) days notice in writing prior thereto. Tenants shall remain responsible for the Lease Agreement Fee until such time as their Lease Agreement has been sold or re-conveyed to the Corporation.

XX RESPONSIBILITIES

1. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft or act of God to any mobile home or personal property left by the Member or Tenant or their guests within the Community boundaries. The Corporation will not be responsible for supplies or equipment sent to the recreation hall for private use by any Member or Tenant.
2. The Corporation shall not be liable for accident or injury to any person or property through the Member's or Tenant's use of recreational facilities. Residents and their guests shall avail themselves of these facilities at their own risk and assume liability for such physical damage or personal injury caused by such case.
3. Residents are responsible for damages caused by their family or their guests.
4. All mobile homes should be adequately insured for liability a copy of which should be provided to the Management.

XXI COMPLIANCE AND DEFAULT

1. The Corporation reserves the right to pursue all remedies permitted under Chapter 719, Florida Statutes, and the Declaration against any Member for disregard of Community rules and regulations; and further reserves the right to terminate the tenancy of any Tenant for disregard of Community rules and regulations and in accordance with Chapter 723, Florida Statutes.
2. The Corporation reserves the right to pursue all remedies permitted under Chapter 719, Florida Statutes, and the Declaration against any Member, or terminate the tenancy of any Tenant in accordance with Chapter 723, Florida Statutes, upon conviction of said Member or Tenant of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of other residents of the Community.
3. The Corporation reserves the right to pursue all remedies permitted under Chapter 719, Florida Statutes, and the Declaration against any Member, or terminate the tenancy of any Tenant in accordance with Chapter 723, Florida Statutes, upon determination by the Corporation that the Member or Tenant misstated any information on any application or entry forms required by the Corporation prior to admittance as a Tenant of the Community or a Member of the Corporation.

XXII VACATION OF PREMISES

1. Thirty (30) days prior to any Member or Tenant vacating their Unit in the Community, which vacating includes the removal of the manufactured home from the Unit, Member or Tenant must furnish Corporation with a true copy of the contract for removal of all of the above-ground Improvements (the "Removal Contract"), which Removal Contract shall include, but not be limited to, the removal of the manufactured home, carport, storage shed(s), all attachments, skirting, anchors, slab, and steps (the "Improvements"). Member or Tenant shall post with Corporation a security deposit (the "Deposit") or a surety bond (the "Bond") furnished by the contractor in an amount which is the greater of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) or one hundred ten percent (110%) of the amount of the Removal Contract, which Depositor Bond shall act as security. " Any homeowner who removes a home is responsible for restoring the site to its original condition, i.e., removing all trash, debris, steps, broken concrete, planters and any other discarded materials from the site. Utility connections must be sealed, protected and identified; or the Corporation may use the Deposit or proceeds of the Bond to complete said removal. In such event, neither the Member, Tenant nor the contractor shall 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 either the Member, Tenant or the contractor fail to complete the removal of the Improvements in accordance with the terms and conditions of this paragraph.

XXIII CONDUCT:

1. Loud noises, disorderly conduct, abusive, profane and/or threatening language, harassment of Residents or their Guests and annoying parties shall not be permitted. Residents and their

Guests shall conduct themselves so as not to interfere with the peaceful enjoyment of the community by its Residents.

2. Drunkenness and immoral behavior shall not be tolerated, and no alcoholic beverages shall be served in any building or recreation area which is the Corporation's property without prior written consent of Management. Smoking is not permitted in the Clubhouse or any indoor building or recreation facility. Possession of, or dealing in, a controlled substance as defined in Chapter 893, Florida Statutes, is prohibited.
3. Residents shall be required to operate televisions, radios, stereos, etc., in a way that does not disturb their neighbors.

#### XXIV MISCELLANEOUS

1. Selling, soliciting, peddling, or commercial enterprises within the Mobile Home Community are not permitted in the Community.
2. Residents should promptly report vandalism of private or Community property to the Police, Management or Board of Directors.
3. Legitimate complaints concerning infractions of these rules should be reported to the Board of Directors and Management.
4. If a Resident is without a telephone, every effort will be made to promptly notify the Resident of emergency calls received by the Corporation (such calls are interpreted as having to do with serious illness, accident or death). The Corporation does not assume responsibility for delivery of any messages or for failure to report such messages.
5. If any provision of these rules and regulations be contrary to any law of any jurisdiction in which the Community is located, it shall not apply or be enforced. However, the other provisions of these rules and regulations shall not be affected and shall continue in full force and effect.
6. The rules and regulations as presented herein are adopted by the Board of Directors of PINE TREE PARK CO-OP, INC.

## INDEX OF FEES/LATE FEES AND OR FINES

Type of Fee	Amount
1. – Application Fee – prospective Tenant(s)	\$100.00
2. – Application fee – Sub-leasing your mobile home	\$100.00
3.- Late rental payment charge: 5-10 days after payment due	\$25.00
4.- Late rental payment charge: 11-15 days after payment due	\$25.00
5.- Security Deposit - 2 months lot rent (on resale of homes)	\$1,450.00 at regular lot rate
6.- Returned check charge	\$25.00
7.- Mobile home sites not maintained not removed within 10 days after management notification	\$10.00 per day
8.- Outside street Light must kept on from sunset to sunrise management will replace bulb if owner is absent/and or make repair and charge owner actual cost	\$ cost incurred
9. – Private use of Clubhouse FEE	see rules & regulations
10. – failure to adhere to pet rule	\$10.00 per day
11.- Failure to adhere to for sale or for rent rule	\$10.00 per day
12. – Any Legal fees incurred by the cooperative in collecting delinquent rental fee shall be due and payable from Tenant	\$ cost incurred
13. – Vacation of Premises	\$2,500.00