

COUNTRY AIR ESTATES HOMEOWNERS ASSOCIATION, INC.
d/b/a COUNTRY AIRE ESTATES MOBILE HOME PARK

RULES AND REGULATIONS

EFFECTIVE DATE: OCTOBER 3, 2017

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the Shareholders and Tenants of COUNTRY AIRE ESTATES MOBILE HOME PARK, (hereinafter called the "Park") and to improve and maintain the appearance and reputation of the Park.

These rules have been established by the Board of Directors of COUNTRY AIR ESTATES HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Corporation") owner of the Park, and may be changed from time to time to achieve this and other purposes. All Shareholders and Tenants will be mailed written notice of amendments ninety (90) days prior to the effective date of the amendment.

I. DEFINITIONS:

1. Board or Board of Directors – "Board" or "Board of Directors" shall mean the Board of Directors of the Corporation.

2. Corporation – "Corporation" means COUNTRY AIR ESTATES HOMEOWNERS ASSOCIATION, INC., the owner of the Park and Landlord to both Shareholders and Tenants.

3. Guest – "Guest" shall mean a person whose stay does not exceed fifteen (15) consecutive days or thirty (30) total days per year.

4. Lease – "Lease" shall mean the written lease which is offered to all Tenants prior to occupancy. Any Tenant choosing not to execute a lease is subject to the same terms and conditions as Tenants who have executed leases, and all of the terms and conditions of the Lease are specifically incorporated herein by reference as Rules and Regulations governing the tenancy.

5. Lot or Unit – "Lot" or "Unit" shall mean to the cooperative parcel upon which a Member's mobile home is located or a rental parcel upon which a Tenant's mobile home is located, as said parcels are shown on the Plot Plan which is Exhibit "14" to the Cooperative Prospectus.

6. Maintenance Fee – "Maintenance 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.

7. Management or Manager – "Management" or "Manager" shall mean the professional manager employed by the Board of Directors and the Corporation to manage the Park.

8. Optional User Fees – "Optional User Fees" means those amounts which would be charged in addition to the Lot Rental Amount for non-essential optional services provided by or through the Corporation to the Tenant under a separate written agreement between the Tenant and the person or entity furnishing the optional service or services. The Park has no Optional User Fees.

9. Park – "Park" or "Village" shall mean COUNTRY AIRE ESTATES MOBILE HOME PARK.

10. Rent or Lot Rental Amount – "Rent" or "Lot Rental Amount" shall mean all financial obligations, except Optional User Fees, which are required as a condition of the tenancy. The monthly Base Rent is one element of the Lot Rental Amount.

11. Resident – "Resident" shall mean and include both Shareholders and Tenants.

12. Shareholder or Member – "Shareholder" or "Member" shall mean the person or persons owning a membership certificate issued by the Corporation pursuant to the Articles of Incorporation, Bylaws and the Master Form Proprietary Lease.

13. Tenant – "Tenant" shall mean an occupant of a mobile home or R.V. (recreational vehicle) in the Park who is not a Shareholder and who occupies a Unit owned by the Corporation.

II. RESTRICTIONS:

1. A background check, including financial and criminal reports, at the applicant's expense is required and checked before admittance of six (6) months or more.

2. Applicants must be considered desirable and compatible with other residents of the Park. In addition to general considerations, it is the intention of the Corporation to maintain the Park as a place providing housing for older persons as set forth in the "55 and over" category of the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time). Applicants who could cause the Park to fall outside such rule will not be approved.

3. A mobile home is only to be used as a single-family adult residence. There shall be no more than three (3) permanent Residents occupying a mobile home at any given time (except guests).

III. THE MOBILE HOME:

1. Mobile homes shall be attractively maintained by the Resident and comply with all applicable laws, ordinances, and regulations of the state, county, city, township, and community as from time to time amended.

2. The following improvements are required for all Tenants who enter into leases and Shareholders who become members of the Corporation on or after October 1, 1985.

(a) Brick foundation or strips of vinyl or aluminum or lattice, (solid) continuous around the entire mobile home.

(b) Cement drive full length of home, at least twelve (12') feet wide and four (4") inches thick.

(c) Carport full length of home.

(d) Enclose a minimum of eight (8') foot by ten (10') foot patio with screening.

(e) If a utility room is installed dimensions must be a minimum of eight (8') feet by eight (8') feet with the roof of the utility room being the roof of the carport, unless the directors give written exception.

3. Location, set-back, and final home position on the Lot will be under the overall direction of the Board and in compliance with set-back requirements. Wheels, tires, hitches must be removed.

4. Prior to any installation of a window air conditioner, approval of the Board is required. Any window air conditioner that is approved must be installed with factory made frame that is safe and attractive.

5. Tie-downs and blocking must comply with state, county, city, or any other governmental ordinance as enforced by law.

6. Awnings, cabanas, or any other additions must have approval of the Board prior to installation. All aluminum products must be new material.

7. One detached shed will be allowed and must have prior approval by the Board.

8. Permanent R.V.'s must have same as Sections 2(a), 4, 5, 6, and 7 above.

IV. CHILDREN, GRANDCHILDREN, AND GUESTS:

1. We welcome your children, grandchildren, and guests and ask only that their behavior not inconvenience other Residents.

2. Residents will be held financially responsible for damage caused by their guests to private or Park property.

3. Children under eighteen (18) years of age are not permitted in pool, pool area, recreation hall, or shuffleboard courts unless accompanied by an adult.

4. Any child born while in residence will necessitate that the Resident move within thirty (30) days.

V. THE MOBILE HOME LOT:

1. The Resident is responsible for the overall appearance of the Lot. It shall be kept orderly, neat, clean, and free of litter, mowing, trimming, watering, weeding, and general care of lawn and shrubs are the responsibility of the Resident. Additional trees and shrubs may be planted with the Board's approval of type and location to avoid interference with infrastructure.

2. Lots not maintained to satisfactory standards will be maintained by the Board, and a minimum fee of \$50.00 will be charged to the Resident for the Board's time and cost in maintaining the Lot.

3. No storage of wooden items under the mobile home is allowed because of the danger of termites.

4. Storage structure must be approved by the Board.

5. No fences of any type are permitted.

6. Portable umbrella type clotheslines are allowed with the following restrictions:

(a) Holding pipe or assembly must not stick up above ground level.

(b) Must be placed in storage when Resident is not in occupancy.

(c) Must be placed in a location approved by Board to avoid interference with infrastructure.

7. Run sprinklers or hoses only as regulated by State, County or City ordinance. Water hours are posted on bulletin board.

8. Lawn care equipment, toys, and tools must be stored in the utility building when not in use.

9. Only furniture specifically designed for outside use is allowed outside the home.

10. Any Lot or home improvements, other than existing improvements provided by the Board, shall be at the expenses of the Resident as approved by the Board.

11. Residents will exercise prudence in using water and report all internal and external leaks to the Board.

12. Electric and/or gas meters, and telephone lines are installed at each Lot. The Resident will make his own application for service and will pay all bills rendered by the utility companies.

13. Any change in utility service to meet requirements of Resident will be done at Resident's expense.

14. Maintenance, care, and removal of any shrub, tree, or landscaping is Resident's responsibility.

15. The Corporation shall not be responsible for damage to a mobile home or RV unit caused by trees or other vegetation. Maintenance of all vegetation on a mobile home or RV unit lot or parcel shall be the responsibility of the Resident.

VI. RECREATION FACILITIES:

1. Equipment and facilities are used at Resident's own risk.
2. Children under eighteen (18) years must be accompanied by a responsible adult in the recreational areas.
3. No pets are allowed in recreational areas at any time, except trained service dogs.

VII. GUESTS AND VISITORS:

1. Residents are responsible for their guests' actions.
2. Roomers are not guests, roomers are not allowed.
3. All guests and visitors staying overnight must register at Clubhouse.
4. Guest and visitors are expected to abide by all Park Rules and Regulations.

VIII. PETS:

1. Trained service and/or therapy dogs are excluded from restrictions.
2. Domestic pets, such as cats, dogs, and birds, are permitted to be kept by Residents. However, no animals shall be raised for commercial purposes, nor should any Resident create a nuisance on the property because of their pets. Dogs are limited to twenty-five (25) pounds.
3. Pets are not allowed to run free when outside, they must be on a leash no longer than five (5) feet.
4. Pets are not allowed in the recreation areas, laundry, or Park buildings.
5. No dog houses are allowed on Lots.
6. Resident is responsible for picking up pet's litter.
7. Maximum of either two (2) dogs or two (2) cats in one household.

8. All dogs and cats must be licensed, and registered with and approved by the Board.

9. Pets must be walked on the east side of the chain link fence and the south side of A1 Street to the pond area only. Pets are not to be walked on other Resident's yards.

IX. VEHICLES, TRAFFIC, AND TRAILERS:

1. Please observe speed limit as posted.

2. Go-carts and ATV's are not allowed.

3. Commercial type vehicles are permitted for deliveries and contracted work only.

4. No overnight street parking is permitted.

5. Guests remaining overnight must park in designated guest parking areas.

6. Except for loading and unloading, no boats, utility travel trailers, or recreational vehicles may be parked on the Park property without Board approval.

7. No unlicensed or inoperative vehicles are permitted on the Park property.

8. Major automobile repairs are not allowed, including golf carts.

9. The Board specifically reserves the right to restrict the operation of all delivery transportation or other vehicular traffic within the Park which the Board deems to be detrimental to the interest or safety and traffic control, the well-being of the Residents, and the preservation of the Park grounds and roadways.

10. Storing of vehicles, boats, trailers, etc., in the storage area, if available, is at owner's risk. They must be marked with owner's name in a visible place. They must be registered with the Park office before placing in the storage area.

11. You must be sixteen (16) years old to operate a golf cart in the Park.

X. LAUNDRY- SEE RULES POSTED IN LAUNDRY ROOM:

1. Open daily from 6:00 AM to 9:00 PM for Residents' use only.

2. Do not overload or abuse machines, clean washers and dryers after using. Put refuse in containers.

3. No clothes dyeing is permitted in machines.

4. Unattended children, and pets are not allowed in the Laundry room.

5. Report any mechanical problems directly to the person listed in Laundry room.

6. The washers and dryers are provided by a private company, and the Corporation assumes no responsibility for the service provided.

XI. REFUSE:

1. All garbage or refuse must be wrapped in plastic bags, or placed in garbage cans.
2. Plastic bags or cans should be placed streetside no earlier than 6:00 PM, the evening before collection days. All garbage cans must be kept in an inconspicuous place at all times.
3. No burning of trash is allowed.
4. No open fires at any time on mobile home or R.V. sites.
5. If in doubt about large trash disposal, ask the Office.
6. All grass cuttings, trimmings, etc., must be placed in plastic bags adequate for pick up.

XII. MAIL:

1. Central mailboxes are provided.
2. Notice from Management will only be mailed to your street address in Park or sent electronically, if email address is provided.

XIII. SELLING, SOLICITING, AND SUB-LETTING:

1. Selling, soliciting, or commercial enterprises are prohibited within the Park, with the exception that Residents have the right to canvass and solicit as allowed pursuant to § 723.054, Florida Statutes.
2. Only approved Tenants may reside in the Park.
3. Any Tenant intending to remove his mobile home from the Park must give the Corporation thirty (30) days' notice in writing prior thereto. The Renter shall be responsible for rental of the Lot upon which the mobile home sits to the last day of the month during which the mobile home is removed.
4. Shareholders may only sell or sublet their Unit or Lot within the Park in conformity with the requirements of the Bylaws of the Corporation and the Master Form Proprietary Lease.
5. Only one "For Sale" and/or "For Rent" sign is allowed.
6. Mobile homes and RV's may be rented for sixty (60) days or more only after approval by the Board of the prospective sub-lessee. A prospective sub-lessee will not be

approved who could cause the Park to fall outside the “55 and over” category of the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time).

7. Ask solicitors to immediately leave the area and report it to the Board.

8. A purchaser of a Tenant’s mobile home or a Shareholder’s mobile home and Lot must meet requirements for entry into the Park and must be approved in writing by the Board. A purchaser who could cause the Park to fall outside the “55 and over” category of Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time), will not be approved.

9. When a mobile home is purchased, it must be brought to the Corporation’s standards within thirty (30) days. Tenant must be showing good faith that they are making an effort and then can request an extension to complete the repairs.

XIV. 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 Residents or their guests on the premises.

2. The Corporation shall not be liable for accidents or injury to life or property through Resident’s use of recreational facilities. Residents and guests avail themselves of these facilities at their own risk.

3. Residents are responsible for damages caused by their family and guests.

4. Neighborhood disputes are not the concern of the Corporation, unless the Park is involved. Personality conflicts are not under the purview of the Board; please respect all neighbors.

5. The Resident must conduct himself, and require other persons on the premises with his consent to govern themselves, in a manner that does not unreasonably disturb his neighbors or constitute a breach of peace.

6. The Board shall have the right to access to Resident’s mobile home only to prevent imminent danger to the occupant or the mobile home. The Board shall have the right of entry onto the lot for purposes of repair and replacement of utilities and protection of the mobile home park at all reasonable times.

7. The rights of the corporation contained herein are cumulative, and failure of the Corporation to exercise any right shall not operate to forfeit any other rights of the Corporation. No waiver by the Corporation of any rule or regulation shall be deemed to constitute or imply a further waiver of other rules or regulations.

8. No Residents shall create a nuisance on the Park property.

XV. MOVING:

1. Residents shall provide the Corporation sixty (60) days' notice in writing prior to moving.

XVI. MISCELLANEOUS:

1. Noise, loud and annoying parties, or language are not allowed at any time. Special care regarding disturbing use of T.V., radio, etc., between 10:00 PM and 8:00 AM is required

2. Report vandalism of private or community property to the Office promptly.

3. Legitimate complaints should be reported to the Board in writing and signed.

4. Office hours are posted. Please observe.

5. The Corporation may evict Tenant for:

(a) Nonpayment of Lot Rental Amount;

(b) Conviction 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 park;

(c) Violation of a park rule or regulation, the Rental Agreement, or the provisions of Chapter 723, Florida Statutes;

(d) Change in use of the land comprising the Park, or a portion thereof; failure of the purchaser of a mobile home situated in the Park to be qualified as, and to obtain approval to become, a Tenant, if such approval is required by a properly promulgated rule.

6. Only "For Sale" and/or "For Rent" signs are permissible. No other signs may be placed on or in the home or lot without permission of the Board.

XVII. LOT RENTAL AMOUNT/MAINTENANCE FEES:

1. Lot Rental Amounts and Maintenance Fees are due and payable in advance and delinquent by the 5th day of each month.

2. There will be a \$25.00 late charge, retroactive to the 1st day of the month that the Lot Rental Amount/Maintenance Fee is not paid, unless prior arrangements have been made with Board in writing. A service charge (Bank Rates), will be charged on all N.S.F. checks. All Rent must be paid by check, money order, or direct withdrawal.

3. Delinquent Maintenance 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.

4. Transient Lot Rental payments are collected at Park office during office hours only.

5. Lot Rental Amount is charged on a monthly basis. There is no proration by days on move-outs. On move-ins, a full month's Lot Rental Amount will be charged for the first fifteen (15) days, and one-half a month's lot rental amount the last first fifteen (15) days.

XVIII. FIRE EMERGENCIES AND SAFETY:

1. In the event you have called for Fire or Police assistance, notify the Office thereafter.

XIX. ATTORNEYS FEES:

1. If the Corporation takes court action for a violation of these Rules and Regulations, the prevailing party shall be entitled to reasonable attorneys' fee.

XX. EXEMPTION AND WAIVER OF IMPACT FEE:

1. The Park described in these covenants is a housing facility or community operating under the exemption requirements of the Fair Housing Act (42 U.S.C. § 3607 as amended) as housing for older persons. At least eighty (80) percent of the occupied Units are occupied by at least one person fifty-five (55) years of age or older, and the housing facility or community complies with 24 C.F.R. 100.305, 100.306 and 100.307, as amended.

2. No person under the age of forty-five (45) years of age shall be allowed to permanently occupy any residential Unit in the Park. Occupancy by said individuals in any residential unit(s) for more than ninety (90) days shall constitute permanent occupancy.

3. The Board of Directors shall be responsible for enforcing the foregoing restrictions, and shall be jointly and severally liable along with the owner(s) of violating unit(s) to Pasco County and the District School Board of Pasco County for payment(s) of any school impact fees waived if such restrictions have been violated. Such payments(s) shall be calculated in accordance with the school impact fee rates in effect at the time the violation(s) are discovered.

4. The foregoing restrictions are for the benefit of the Pasco County and the District School Board of Pasco County, which shall have the right to enforce violations of the foregoing restrictions by assessment of school impact fees, by any means legally available to the Board of Directors, or by any other legal remedy, including injunctive relief. Pasco County and the District School Board of Pasco County shall be entitled to recover any attorneys fees expended to enforce violations of the foregoing restrictions or to collect school impact fees waived in violation of the foregoing restrictions.

5. The foregoing restrictions shall survive any expiration of applicable deed restrictions and shall not be removed or amended without the consent and written agreement of both Pasco County and the District School Board of Pasco County.

My Signature below signifies that I/We have read, understand, and agree to abide by the above Rules and Regulations of COUNTRY AIRE ESTATES MOBILE HOME PARK.

RESIDENT(S):

COUNTRY AIR ESTATES HOMEOWNERS
ASSOCIATION, INC.

Print Name:_____

By:_____

Print Name:_____

Title:_____

Print Name:_____

Date:_____

Date:_____