## SUN COUNTRY MOBILE HOME PARK RULES AND REGULATIONS

WELCOME to Sun Country Mobile Home Park. The following rules and regulations are composed for your protection and comfort as well as your neighbors. We will appreciate your anticipated cooperation.

- 1. RENT Rent is payable in advance and may be paid between the first and fifth day of each month. Otherwise a service charge of \$1.00 per day will be added for late payments received after the fifth day of each month. Space rentals are based on one or two person occupancy to a home. For each additional permanent person(s) there will be an added charge. Our base lot rental is divided into twelve (12) Installments with a current fee of \$xxx.xx for an inside lot, \$xxx.xx for a corner lot and \$xxx.xx for a waterfront lot, per month. An additional fee will be assessed for any resident who elects to sublet his/her mobile home. The tenant will pay an additional amount of 15% or \$100.00 per month, which ever is the greatest amount.
- RESIDENTS Sun Country is a retirement park. All residents wishing to 2. reside at Sun Country must be 55 years of age or older. There are no children allowed to reside in the park and pets are strictly forbidden. All persons wishing to reside at Sun Country will be subject to these rules and regulations. The park reserves the sole right to utilize a credit reporting service in an effort to determine the financial responsibility of the prospective candidate for residency. application for residency, including leasing, by the TENNANT is not automatic approval to reside at Sun Country. The final determination will be made by the Park Manager, PRIOR to occupying the Mobile Home. All sales, whether private or through a Mobile Home Brokerage Firm are subject to approval also. All visitors staying more than a 24 hour period must register at the office. All visitors are subject to these rules and regulations. Guests are permitted to stay for 15 days without charge. After the 15<sup>th</sup> day a charge of \$x.xx per day, per guest may be assessed. NON registered visitors are not permitted to use the recreational facilities of the Park. If no Management person is available at the office, please submit written information through the mail slot in the office door. Spare your visitors/guests possible embarrassment and explain the rules and regulations to them.
- 3. <u>APPEARANCE OF LOT and HOME</u> Mowing, trimming, edging, flower bed weeding and tree trimming is the responsibility of each homeowner. All lawns will be mowed on a regular coordinated basis. The winter months will require mowing every two to three weeks as needed. Flower beds must be kept weed free and trimmed. Tree branches will be pruned and dead limbs will be disposed of properly. Failure or refusal to properly maintain/mow the lawn will necessitate park management having to cut the lawn and the homeowner will be charged \$25.00 for this service. During the months a homeowner is not in

residence in the park, it is the responsibility of the homeowner to have the flower beds, lawns and trees attended to. If you need assistance in finding someone to maintain your property, during your absence, see the Park Manager during normal business hours. Driveways will be kept free of debris, trash and oil stains. Items such as ladders, boxes, pipe and other unsightly materials will be stored out of sight, with the exception of a small patio set, and approved by management. The driveway is for parking vehicles. Parking on the street or lawn is strictly forbidden. Violators will be towed at the owner's expense. The exception will be service vehicles only. Anyone wishing to store a boat on the driveway must obtain written permission from the Park Manager. Trailers. Motor Homes and / or any other type of RV units are not permitted to be parked in the park without the express, written permission of the Park Manager. Tonque affixed campers and RV's should be kept at a secured storage facility. All homeowners are encouraged to maintain pride of ownership with reference to planting flowers, shrubs and small trees. Please consult with the Park Manager prior to planting. All landscaping tasks will be approved by the Park Manager. All homeowners are required to maintain their home in a neat, clean and pleasant manner. Homes, roofs, and skirting must be kept free of mold and other residues. Painting of homes that have become oxidized from weathering, i.e., sun, rain and wind, shall be attended to as soon as possible. Failure to properly maintain the exterior of your home will be in violation of these rules and regulations. A notice from management will be given to the TENANT to correct these violations within 15 days.

MOTOR VEHICLES No automobile, van or pick-up truck, not properly licensed to operate on the public streets, will be permitted to be stored on the park premises and/or on the resident's driveway. No truck larger than a ½ ton will be permitted to reside in the park, inclusive with guests. No commercial vehicles of a Tenant or tenant's guest will be permitted to park or store his/her vehicle in the park, without management's consent. No automotive repair work is permitted to be performed at a homeowner's property. If a tenant receives visitors and your carport will not accommodate extra vehicles, (most carports will hold 2 autos) we require the additional vehicles be parked at the front of the park in the common area. Remember --- street parking is forbidden. Due to the amount of foot traffic we endure, we request that you DO NOT joy-ride in the park. Motor vehicles are intended to transport personnel from one point to All motor vehicles MUST GIVE THE RIGHT OF WAY TO another. PEDESTRIAN AND BICYCLE TRAFFIC WITHOUT EXCEPTION. This park is No gathering of non-resident vehicles, especially private property. MOTORCYCLES are strictly forbidden. Motorcycles are not allowed on/in the property. Boats will be permitted with written permission of the Park Manager. The watercraft must be an approximate size of an automobile, no longer than 18 feet. Boats will not be permitted to park on the street at anytime, nor will boats be stored/parked on any vacant lot or in the common parking area located at the front of the park.

- 5. <u>SPEED LIMIT</u> The speed limit is 10 miles per hour. You are responsible to inform your visitors, guests and service personnel of this very important rule. Infractions may result in complaints filed with the local law enforcement agency.
- Meter readings are taken at the middle of the month and invoiced as such for water usage and sewage. The invoices are sent to you via U. S. Mail, due and payable with the monthly lot rental fee at the first of the month. When/if you are not in residence you will not be billed for any water/sewage usage if you shut off when you vacate the home for the season. The park will be responsible for repairs prior to the meter and "back to the main inlet". From the meter to the home is your responsibility.
- 7. <u>LAKE USEAGE</u> We are sorry but access via all boats and swimming in the lake is prohibited. The lake is <u>PRIVATELY</u> stocked with fish; therefore no public access is permitted. Please inform your guest of this rule. Our insurance company has very strict rules concerning the lake.
- 8. <u>RECREATION HALL</u> The Rec Hall is provided for your enjoyment and convenience. We ask that you treat the equipment and general facilities as if it were your own. No children are permitted in the Rec Hall unless properly supervised by a responsible adult. Tenants are permitted to host a private party in the Rec Hall with the permission of the Park Manager. Private parties are limited to once every two months.
- 9. <u>PETS</u> Are not permitted to reside or visit in the park. There are absolutely <u>NO EXCEPTIONS</u> of any kind.
- 10. <u>LAUNDRY</u> Facilities are provided for Park Residents at the west side of the Rec Hall. There is also a laundry hanging area provided across for the laundry rooms. Drying or hanging of laundry outside of your home is not permitted.
- 11. <u>SIGNS</u> For Sale or For Rent signs will be permitted. Signs will be placed inside the home advertising the aforementioned information. Only one sign will be permitted. Please remember if you or someone else is selling or renting your home for you, all new residents must personally and physically meet with the Park Manager prior to consummation of the intended sale or lease.
- 12. <u>POOL</u> The swimming pool is provided for you and your guest's entertainment and enjoyment. In keeping with health standards certain rules must be adhered to in the strictest sense.
  - A. Shower prior to using the pool.
  - B. Never wear oils of body lotions in the pool.
  - C. Smoking material is prohibited.
  - D. Glass containers are prohibited.

E. Pool hours of operation are from 7pm to 10pm. Pool lights will be on from 6pm to 10:30pm.

F. Bathing suits are to be worn in the pool - NOT STREET CLOTHES.

- G. Hair pins, clips, etc. are prohibited.
- H. Do not enter the Rec Hall while wet.
- I. No running on deck.

J. No horseplay.

- K. Children MUST be supervised at the pool area.
- L. Pool furniture must not be removed from the deck.

The swimming pool is equipped with a gas heater. The recommended temperature is between 80 and 85 degrees. As much as we would like to constantly maintain this temperature, it is not feasible to make attempts to heat the pool when the outside air temperature is much too cold and no one will use the facility anyhow. Therefore, we occasionally turn off the heater to remain logical and cost effective. Also, please be aware the pool may be closed for maintenance reasons or may be closed once a week as required by the Health Department.

- 13. <u>SOLICITATION AND VENDORS</u> All vendors are required to register at the office prior to reporting to your home for whatever reason. Vendors are not permitted to wander freely throughout the park and/or knock on doors to solicit work.
- 14. MANAGEMENT RIGHTS FOR EVICTION Pursuant to Florida Statute, Chapter 83 and Florida Case Law, tenants may be evicted for the following reasons: Non-payment of base lot rent. Conviction of any State, Federal or Municipal Law which may be deemed by the Landlord (Park Management) to be detrimental to the health, safety or welfare of any resident of the park. Violation of any rule or regulation established by the park, exhibiting intentional, willful and knowing malice and general disregard for the efficient running operations of the park. A change in the use of the land comprising the mobile park or a portion thereof; upon 12 months notice without cause; or for materially failing to comply with material provisions of this lease which are hereby established for cumulative grounds for eviction.

The tenant agrees that should the matter of collection of rent or violation of a rule or regulation of the park or eviction matter be referred to an attorney, said

tenant will pay all attorney fees and court costs and/or assessments.

The Landlord (Park Management) may evict a tenant for the first violation of any rule or regulation when such an act endangers the life, health, safety, property or peaceful enjoyment of the Mobile Home Park or its occupants, or for the second violation of any rule or regulation within 12 months. Tenant will be notified in writing within 30 days of the first violation specifying the action of the tenant causing the violation.

15. <u>MOBILE HOME PREMISES REQUIREMENTS</u> All Mobile Homes shall have the following:

A. Full skirting, either white, block or vinyl panels

B. Concrete steps to at least 2 entrances

C. A covered carport area no less than 25 feet in length

D. A covered Patio area, with the design and size to be approved by the Park Manager

E. The Mobile Home transport hitch must be removed

F. The Mobile Home must be maintained in a neat and orderly condition. This includes painting as needed with color choice approved by management, and inclusive with necessary concrete repairs, flower bed/boxes refurbishing and awning repairs. All homes will keep a standard of equal appearance with the other homes in the park.

G. All Mobile Homes will be "TIED DOWN" in accordance with Florida State Law and the Laws enacted in/by the County of Pinellas. All such requirements will meet the minimum standards as set forth by the

applicable agency of the State and/or County.

- H. Any construction inclusive to porches, patios, concrete slabs, buildings, sheds or utility buildings, awnings, cabanas, gazebos, air conditioners, etc., will not be permitted without the express, written permission of the Park Manager. Violations of this regulation may result in the new construction being removed at the owner's expense. Any and all damage caused by any and all construction will be the responsibility of the owner/tenant and all repair cost will be borne by the owner/tenant for repairs. Check with the County to see if a permit is required.
- 16. <u>IMPROVEMENTS</u> The Park encourages homeowners /tenants to make on going improvements to their home. Any and all improvements to your Mobile Home or lot must be authorized by the Park Manager <u>PRIOR</u> to having the work performed. Such improvements are inclusive to driveways, porches, screening, additions, tree and shrub planting or removal, painting, siding, etc. To avoid any embarrassment and unnecessary cost prior to signing any agreement for work, physically see the Park Manager for authorization and approval.
- 17. <u>SALES-ASSIGNMENTS-SUBLETTING</u> No tenant/homeowner will sell, assign or sublet his/her mobile home or lot premises without the express written consent of the Landlord (Park Manager). Any and all prospective purchasers, Subletter's must be introduced "PHYSICALLY" to the Park Manager "PRIOR" to entering into an agreement for purchase or rental of the Mobile Home. Upon being interviewed by the Park Manager, the prospective purchaser or renter will adhere to the existing rules and regulations of the park and will pay the necessary fees prescribed in Paragraph #2 of these rules and regulations. <u>All</u> rentals will be for a minimum of two (2) months and no less.
- 18. INCREASES IN BASE LOT RENT BY GOVERNMENTAL ACTION The Landlord (Park Management) reserves the right to increase the base lot rent by

government action and pursuant to Part III of Florida Chapter 83 now existing or herein after amended and Section 723.

- 19. <u>WRITTEN LEASES</u> are offered to all homeowners/tenants prior to occupancy. All tenants that have entered into a lease and all of the terms and conditions are specifically incorporated as rules and regulations governing the tenancy. This document, in its entirety, as offered to all tenants, constitutes a written lease.
- 20. <u>ZONING</u> This Mobile Home Park is zoned R-6. The authority is Pinellas County, in the State of Florida. Definite future plans for changing the use of the land comprising the Mobile Home Park for a portion thereof are pending.

## 21. OTHER INFORMATION

A. Notify the Postal Service, (Not the Carrier) of your correct address. Make sure you include your lot number wherever applicable. Use the "Official Change of Address" form provided by the Postal Service.

B. Outgoing mail is to be deposited in the postal box located at the Park Office entrance. This mail will be picked up by the Postal Service Carrier each day as the incoming mail is delivered. Un-wanted mail should be disposed properly and not left in the mail box area.

C. Telephone connections are available for all the lots. Residents without telephones will receive emergency messages as expediently as possible. The park makes no guarantee and will not assume any responsibility for missed messages or incorrect information.

D. Individual garbage is removed from the park by an outside contracted service twice weekly. Trash is to be placed curbside, after 6pm the evening prior to trash pick up in cans only. The trash cans are to be removed as soon as the trash is picked up and stored out of sight, either behind your home or shed or in the shed.

E. Cable television service is available throughout the park. The homeowner or tenant is responsible for all fees, assessments and related cost for the service.

F. Electric, natural gas or bottle gas is available for each home. Again it is the occupant's responsibility to pay for any and all fees, assessments and other related cost for the service. The Homeowner is responsible for maintenance and/or repair to the electric meter box and structure. Florida Power Corporation will only service the meter itself and the electrical service coming in from outside the park to the park. The homeowner is responsible for underground cable and wiring.

G. Persons leaving the park for an extended length of time will and must make arrangements for someone to care for their lawn, flower beds, shrubs and trees. When the homeowner intends to vacate the home for more than 3 days he/she will notify the Park Office of this absence. You must notify the Park Office as to whom will be caring for your

property when you are not in residence. The Park cannot and will not assume any responsibility for theft, damage, disturbance or other related instances of this nature.

- 22. BABYSITTING (child care) on a regular basis is not permitted in this park.
- 23. <u>CONDUCT</u> The tenant, his/her visitors, guests and/or others living at the mobile home, whether temporary or permanent, must conduct themselves in a manner that does not reasonably disturb the neighboring residents. Screeching of automobile tires, loud automotive exhaust systems are an example of one type of disturbances that will be considered a violation of these rules. Foul and inappropriate language used outside the confines of your home or overheard by persons outside your home will not be tolerated. Loud radios and televisions are not acceptable. Visitors are to conduct themselves with the same controls that you use. Violations of this rule and regulation may be cause for eviction. Residents shall not be disruptive to the other residents or be the cause for the breach of peace.
- 24 <u>LANDLORD'S RIGHT TO ACCESS</u> Landlord shall have the right of access to the Tenants mobile home only to prevent imminent danger to the occupant or the Mobile Home. Landlord 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.
- 25. <u>FORFEITURE AND WAIVER</u> The rights of the Landlord contained herein are cumulative and failure of the Landlord to exercise any right shall not operate to forfeit any other rights of the Landlord. No waiver by the Landlord of any condition or covenant shall be deemed to constitute or imply a further waiver of any other conditions or covenants.
- OPERATION OF A BUSINESS Businesses operated from the tenants home is not permitted. Storage of equipment used in a tenant's line of work must be stored out of sight or OFF THE PREMISES. This includes trailers, trucks, and/or any such tools or machinery. (sunctry.rul) 1195