GOLDEN ACRES R.O. ASSOCIATION, INC.

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A Resident-Owned Fifty-Five Plus Community

RULES AND REGULATIONS

Effective: July 20, 2016

Welcome to Golden Acres Mobile Home Park (the "Community"). The Community is owned and operated by Golden Acres R.O. Association, Inc. ("GAROA"), a not-for-profit corporation consisting of members who have purchased Cooperative Units in the Community.

These Rules and Regulations ("Rules") have been established by the Board of Directors of GAROA as reasonable and necessary for the proper and efficient operation of the Community. The purpose of these Rules is to help ensure that your residency in the Community is pleasant, safe and enjoyable. Many of the Rules are based on requirements of Florida Laws and the remainder written to help in the protection of your safety, of your property, and your privacy. Consideration and courtesy to others, plus your cooperation in maintaining an attractive home and site, will help sustain the high standards of the Community.

Please read all the following Rules carefully and thoroughly.

I. GENERAL

- 1. These Rules apply to all Residents of the Community, their families, Guests and Visitors.
- 2. These Rules are specifically incorporated by reference into all lease agreements executed by Residents in this Community.
- 3. These Rules may be amended from time to time by the Board of Directors. Residents will receive written notification by the Board of Directors of any changes to the Rules within ninety (90) days prior to the effective date. The Board of Directors reserves the right to set policy for situations not covered in the Rules. Notice of Rule changes shall be in writing and either mailed to Residents at their addresses last furnished to the Association, or hand delivered to the Residents at their address in the Community.
- 4. If any provision of these Rules is 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 shall not be affected and shall continue in full force and effect.
- 5. Valid complaints should be in writing, dated and signed by the complaining Resident and submitted to the Association. The Corporation is only obligated to respond to one written inquiry per Unit in any given thirty (30) day period.
- 6. The rights of the Corporation contained herein are cumulative and failure to exercise any right shall not operate to forfeit that or any other rights of the Corporation. No waiver by the Corporation of any Rule shall be deemed to constitute or imply a further waiver of that Rule or any other Rule.

7. All Rules posted at the Clubhouse and other Recreational Facilities and common areas shall be made a part of these Rules as if written herein.

II. DEFINITIONS

- 1. "Assessment" or "Maintenance Fee" shall mean a share of the funds required for the payment of common expenses, which is assessed against the Unit Owner.
- 2. "Association" shall mean Golden Acres RO Association, Inc., a Corporation not for profit that owns the record interest in the cooperative property and that is responsible for the operation of the Cooperative.
- 3. "Board of Directors" shall mean the Board of Directors of Golden Acres RO Association, Inc. responsible for administration of the Association.
- 4. "Cooperative" is a form of joint ownership of real property. There is no individual exclusive ownership of any part of the property. All of the property in the Cooperative is owned by a corporation (Golden Acres RO Association, Inc.), which holds title to the property. Unit owners obtain the exclusive right to occupy a Unit by owning a share in the Cooperative Association.
- 5. Corporation or Association means Golden Acres RO Association, Inc., a Florida not-for- profit corporation that holds title to the Park property and manages it for the benefit of its Members.
- 6. "Common Area or Areas" shall mean and refer to all real property (including the improvements thereon) now or hereafter owned by the Corporation which is not included in the Lot/Units, or as to which it has been granted easement rights, for the common use and enjoyment of the Members of the Corporation.
- 7. "Community" or "Park" shall mean and refer to that certain residential development known as Golden Acres Mobile Home Park, as described in the Master Occupancy Agreement.
- 8. "Guest" shall mean a person whose stay at the request of a Resident does not exceed thirty (30) days total per year, unless such person has the written approval of the Board of Directors for a one-time thirty (30) day extension. Application for a one-time thirty (30) day extension must be made to the Board of Directors in writing at least seven (7) days prior to the end of the initial thirty (30) day period. If written approval was received for a one-time thirty (30) day extension, a Guest's stay shall not exceed sixty (60) days total per year and cannot be consecutive in any two-year period.
- 9. "Lot/Unit" shall mean and refer to any mobile home lot within the Community as shown on the Plat Plan of Units in the Master Occupancy Agreement which is subject to exclusive use and possession of the Member.
- 10. "Lot Rental Amount" shall mean all financial obligations, except user fees, which is required as a condition of tenancy.

- 11. "Management" means Community Manager or Board of Directors.
- 12. "Member" shall mean the person or persons owning a Membership Certificate issued by the Corporation pursuant to Articles of Incorporation and Bylaws.
- 13. "Membership Certificate" shall mean and refer to the Certificate or Certificates issued to each Member evidencing membership held thereby.
- 14. "Resident" shall mean a Member, a Tenant, or a Subtenant.
- 15. "Subtenant" shall mean a person who subleases a unit from a Tenant or a Member.
- 16. "Tenant" shall mean an occupant of a mobile home who is not a Member and who does not occupy a Cooperative Unit of a Member, but occupies a Cooperative Unit owned by the Corporation and pays Lot Rent.
- 17. "Unit Owner" shall mean the person holding a Membership Certificate in the Cooperative Association and a lease that is granted by the Association as the owner of the Cooperative property.
- 18. "Visitor" shall mean a person who occasionally visits a Resident, but does not stay overnight.

III. MEMBERSHIP IN THE COOPERATIVE

- 1. Housing for Older Persons.
- a. The Community is intended and operated for occupancy by persons fifty-five (55)

Years of age and older and, as such, adheres to the requirements of the Housing for Older Persons Act of 1995. Occupancy of a dwelling Unit on a cooperative parcel shall not be permitted unless at least one person in such dwelling Unit shall be fifty-five (55) years of age or older; provided however, all other occupants (excluding under age guests as defined herein below) of the dwelling Unit must be at least fifty (50) years of age. In the event that all of the occupants of a dwelling Unit who are fifty-five (55) years of age or older shall die or otherwise discontinue occupancy of the dwelling Unit, then the Corporation's Board of Directors is hereby granted the right to terminate the occupancy of the dwelling Unit by all persons under fifty-five (55) years of age, if continued occupancy would result in less than eighty (80%) percent of the dwelling units in Golden Acres Mobile Home Park being occupied by at least one person fifty-five (55) years of age or older. The Corporation reserves the right, in its sole discretion, to grant exceptions to the minimum age requirements of the Rule, while still maintaining compliance with the Housing for Older Persons Act of 1995.

b. The Board of Directors may authorize, after receipt of sufficient documentation,

occupancy on a temporary basis of a dwelling by a bona fide caregiver under the age of fifty (50) years of age who is engaged to provide in-home care, and live in that home, for a cooperative Unit owner or other approved Resident who lives in the dwelling Unit, but who is no longer able to function independently in the dwelling Unit. The Corporation reserves the right to require written confirmation from a licensed physician of the need for such home health care services.

c. The Board of Directors may authorize a person under the age of fifty (50) years of

age occupancy of a dwelling if sufficient documentation is provided to show that the person has a physical or mental impairment which substantially limits one or more of such person's major life activities, and is solely dependent on the Unit owner or other approved Resident who lives in the dwelling unit for care and support.

- 2. Application and Approval for Residency.
- a. Prior to purchasing a Unit or moving a new home into the Community, all prospective Residents must complete an Application for Residency, which will include a background and credit check. The Board of Directors must approve or reject applications for purchase of membership in the Cooperative. All applicants for Cooperative membership 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.
- b. The Board of Directors reserves the right to refuse admittance to any prospective Member on the basis of the criteria established to determine the background, character, and financial responsibility of prospective Members.
- c. At the time of application for initial occupancy, or upon demand of the Board of Directors, all prospective residents and all existing residents shall be required to produce for inspection and copying one of the following age verification documentation: driver's license; birth certificate and photo identification; passport; immigration card; military identification; other valid local, state, national or international documents containing a birth date of comparable reliability. The minimum age for all residents of the Community is fifty (50) years of age. The Corporation reserves the right, in its sole discretion, to grant reasonable exceptions to the minimum age requirements of the Rule, while still maintaining compliance with the Housing for Older Persons Act of 1995. It is also required that a prospective resident provide references.
- d. The Board of Directors reserves the right to require a non-refundable application fee not to exceed the greater of \$100.00 or the maximum cost allowed under \$719.106(1)(i), Florida Statutes, to defray any cost connected with the screening process. The failure of any prospective Member to provide general background information, personal references and proof of financial responsibility shall be deemed a cause for refusal of membership.
- e. The Board of Directors reserves the right to refuse admittance to anyone who purchases or otherwise receives title to a mobile home who has not been approved by Management.
- f. Upon approval, the purchaser will receive a Prospectus from Management if it is a new home or from the seller if it is a transfer, a copy of the Rules, and will have a meeting with Management to review the Rules and sign required documents. Additional copies of the Prospectus can be purchased for \$50.00 each.
- g. The Board of Directors specifically reserves the right to terminate the tenancy of any Member upon determination by the Board of Directors that the Member misstated or misrepresented any information on any application or entry forms required by the Cooperative prior to admittance as a Resident of the Community and a Member of the Cooperative.

- h. Between January 1st and March 31st of each year, all existing Residents shall be required to provide the names and ages of all current occupants of the Unit to Management on a Census Form. Failure to provide the written occupant documentation shall constitute a violation of these Rules.
- i. Local and state laws and ordinances restrict occupancy to no more than two (2) persons per bedroom in any mobile home. A maximum of four (4) permanent Residents shall be allowed per home.

IV. HOMES/LOTS/MAINTENANCE

- 1. Home sites are for Residents only and are not allowed to be used for business. A business is identified as any commercial enterprise which has one or more of the following characteristics:
- a. Is required to be licensed by local or state law.
- b. Requires traffic from outside the Community to enter for the purpose of dealing with said business.
- c. Requires any type of sign (except as permitted for the sale of the home) or advertising on the exterior of the homes.
- 2. All homes within the Community must meet, at any time, the then current Community established standards and governmental regulations regarding the maintenance of the home, fire standards, health standards, and all other standards imposed for mobile homes by federal and state agencies, inclusive of the Department of Housing and Urban Development.
- 3. In order to avoid damage to existing utilities, underground facilities and for lawn maintenance considerations, Residents may not plant additional landscaping, shrubs, or other plants, or remove or modify existing landscaping without the prior written approval of the Board of Directors. No new trees are permitted to be planted by Residents. With written approval from the Board of Directors, Residents may plant shrubs or decorative plants not to exceed twenty-four (24) inches from the perimeter of the home including the area around the air conditioner. Vegetable and fruit plants/trees are not permitted. All lawns must remain consistent with other lawns in the Community, which are currently sodded.
- 4. White bricks may be installed around trees that are in the common area at a distance of one
- (1) foot around the tree. White stones may be optionally installed within this brick area.
- 5. Carports may be screened with the prior written approval of the Board of Directors. Guidelines have been established by the Board of Directors, and are available at the Community Office.
- 6. Additions to existing storage sheds are only permitted with the prior written approval of the Board of Directors. No additional storage sheds may be installed in the Common Areas. All storage sheds must be installed within the approved width and length of the lot.
- 7. Members are responsible for the overall appearance of their homes and lots at all times, even when not in residence. Lots must be kept orderly, neat, clean and free of litter. Members who leave the Community for periods longer than a month must make arrangements for someone to care for their lots.
- 8. Lots that are not maintained to a satisfactory standard will be maintained by GAROA, and

the Resident will be charged the current hourly rate for clean-up maintenance.

- 9. All homes, carports, or any other items placed on a home site by a Resident must be maintained in a neat, clean and orderly manner. Management reserves the right to require repairs, repainting, siding installed, or other maintenance that is needed when the condition and appearance do not meet Park standards, and to comply with all applicable laws, ordinances and regulations of state, county, city or Community, as from time to time amended.
- 10. No items are to be stored under or around the Unit except non-motorized watercraft that can be stored in designated storage areas listed in Section XIX # 12. In addition, there is to be no storage around or under the home or on carports of any items that are highly flammable or combustible or items which would attract wildlife or rodents.
- 11. Central air conditioning units must be installed at the rear of the home. If possible, window air conditioning units should be placed on the side or back of the home. If any other placement of the window air conditioning units is necessary, written approval from the Board of Directors is required.
- 12. The Corporation shall have the right, but not the obligation, of access to the Member's and/or Tenant's mobile home only to prevent imminent danger to the occupant or the home. The Corporation shall have the right, but not the obligation, of entry onto the lot for the purpose of repair and replacement of utilities and the pruning and removal of trees, bushes or other vegetation as necessary.
- 13. No fences of any kind are permitted.
- 14. Patios/carports may not be used for storage and storage on home sites is prohibited, unless written approval is received from Management. Each Resident is required to keep their lot and driveway free of debris. Patios/carports may not be used for storage and only furniture designed for outdoor use is allowed outside the home. No items are to be stored under or around the unit except kayaks.
- 15. Exterior antennas, satellite dishes and other external signal receivers must be approved in writing by the Board of Directors. It is preferable that satellite dishes be installed in the rear of the mobile home. The Federal Communication Commission (FCC) has established guidelines for the installation of these devices and prohibits Cooperatives from not allowing the devices unless they cause a safety problem or interfere with the community's infrastructure. Because these rules change from time to time with technology advances, please consult with the Board of Directors prior to installation. Exterior antennas, satellite dishes and other external signal receivers may not be placed in any common areas of the Park.
- 16. For Sale, For Rent, or Open House signs: One Sign, no larger than twelve (12) inches by eighteen (18) inches, is permitted in the front window only. All other signs must have prior Management approval in writing or will be subject to removal.
- 17. No aluminum foil, wood, or newspapers are permitted on windows or doors. The only exception to this would be the use of wood needed or used to prepare for hurricanes. The wood must be removed within three (3) days after the storm warning is lifted, or the danger has passed. No aluminum backed Styrofoam sheets may be placed in windows except to deflect heat or sunlight, to protect the unit until resident returns.

V. RENOVATIONS/ADDITIONS/ALTERATIONS

- 1. In order to maintain the conservative and well-maintained appearance of the community, Residents must obtain prior written approval from the Board of Directors for all outside renovations, additions or alterations. This includes, but is not limited to, exterior painting, room additions, sheds, utility rooms or extensions, carports extensions, carport screening, cement work, mailboxes, flagpoles, antennas, or satellite dishes or any major electrical or plumbing work. A sketch of the work planned, including the color and material to be used, must accompany the request. The Resident is responsible for complete plans or permits for anticipated renovations, additions or alterations showing compliance with Community Standards, City of Dunedin Park Building and Zoning Codes and other restrictions of record.
- 2. All contractors shall register at the Community Office. Contractors/Vendors may not perform work in the Community on Sundays or holidays or before 8:00 a.m. on Mondays through Saturdays, unless it is an emergency and pre-approved in writing by the Board of Directors.

VI. REMOVAL/REPLACEMENT OF MOBILE HOMES

- 1. Prior to any Resident removing a home from the community, written notification shall be given to the Board of Directors. The Resident is responsible for removing all debris, steps, utility sheds, concrete pads (including driveways and footings) and all other appurtenances from the home site, unless prior written permission has been received from the Board of Directors. The removal may not take place on a Sunday or holiday.
- 2. The home site must be cleared and cleaned after work is completed, and sprayed for termites. Utility connections must be sealed, protected and identified. All contractors must be licensed and insured, including Workers Compensation Insurance. Copies of the insurance coverage must be filed in the Office before work commences. Removal must be completed within thirty (30) days from commencement of the work.
- 3. The Resident and/or prospective Resident shall indemnify and hold the Corporation harmless from any loss or damage from the removal of the mobile home from the Community or Lot.
- 4. Rent or Maintenance Fees or rent will continue to accrue until the work is completed and

written approval of compliance is obtained from the Board of Directors.

- 5. Prior to the installation of any newly installed mobile home, the Member shall submit to the Board of Directors an application to install, on an approved form, indicating all required information. All plans and specifications must be received by the Board of Directors, written approval to proceed obtained from the Board of Directors, and all necessary permits obtained and displayed prior to commencement of work.
- 6. Any new installed mobile home must accommodate the size of the lot on which it is to be placed and must meet all current local, county and state regulations. The maximum length and the optimum position and setback on the lot will be determined upon examination of the site by the Board of Directors; however, no mobile home shall exceed twenty-four (24) feet in total width.
- 7. The installation of the mobile home and the following appurtenances must occur within ninety (90) days from date of written approval by the Board of Directors:

- b. Concrete or split concrete block porch steps.c. Split concrete block skirting or other appropriate skirting approved by local, county and state laws. Skirting must provide for ready access to under home utilities for repair and inspection.
- d. A concrete driveway to the street, eleven (11) feet in width.

a. Adequate tie-down anchors to meet all current applicable laws.

- e. An aluminum covered carport which is a minimum size of eleven (11) feet by thirty (30) feet.
- f. A raised concrete patio with an aluminum cover.
- g. An eight (8) foot by six (6) foot utility shed connected to the carport.
- h. A fully sodded lawn, which must be consistent with other lawns in the Community.
- i. A raised screen porch, enclosed cabana and front planter are optional.

VII. SUBLETTING UNITS

- 1. Subletting is allowed on a seasonal basis only. The terms of the sublease will be for a minimum period of one (1) month and a maximum period of three (3) months in any calendar year, and not to exceed two (2) rentals totaling three (3) months in any calendar year. The three (3) months cannot be consecutive with three months of the following calendar year. Unit must be vacant for thirty (30) days between rentals unless occupied by unit owner. Absolutely no year round rentals are allowed. It should be noted that if you rent your Unit to a resident of Florida or to a Pinellas County resident, you are required to register with the Pinellas County Tax Collector to collect and remit a Tourist Development Tax, based upon the amount of rent received, or upon the fair market value of the compensation received in lieu of rent.
- 2. It is the responsibility of the Unit Owners to notify Management of their intent to sublet their Unit and to provide information on the Subtenant. The Subtenant must sign in at the Office upon arrival and sign out at the time of expiration of the sublease and departure from the Community. Subtenants will be subjected to a background check at the expense of the Unit Owner. Management reserves the right to interview potential Subtenants. All Subtenants must receive the written approval of the Board of Directors prior to occupancy. Subtenants are bound by the same Rules as the Unit Owner and Unit Owner is responsible for the actions of the Subtenant.
- 3. Unit Owners who sublet their units forfeit all rights of use of the Park's facilities and activities during the period the sublet period.

VIII. SOLICITING

All selling, soliciting, peddling, or commercial enterprises within the Community are prohibited with the exception that Community Residents have the right to canvas and solicit as allowed by law for the purpose of exercising their rights under Chapters 719 and 723, Florida Statutes, regarding distribution of material relevant to the membership of the Community Association and functions of the Association.

IX. SELLING OF UNITS

- 1. If an Owner wishes to sell his Cooperative Unit, the Board of Directors must be notified. Prospective buyers MUST complete an application for residency and be interviewed and approved by the Board of Directors PRIOR to the sale of the Cooperative Unit. The Board of Directors of the Corporation has the final authority in approving or refusing any prospective buyers.
- 2. Transfer of Membership Certificates, the Cooperative parcel and the Cooperative Unit are governed under the Bylaws of the Corporation. If an independent realtor is used to sell your Unit, the realtor is required to notify the Board of Directors and receive instructions on the requirements of sale as established by the Board of Directors.
- 3. One (l) For Sale or Open House sign not to exceed twelve (12") inches by eighteen (18") inches may be placed in the front window only.
- 4. All charges and financial obligations must be paid at the Community Office prior to or at closing of the sale of a mobile home and/or prior to the removal of the mobile home from the Community.
- 5. All charges and financial obligations must be paid at the Community Office prior to or at closing of the sale of a Lot/Unit.

X. RECREATION AND COMMON FACILITIES

- 1. The Board of Directors reserves the right to issue detailed Rules governing the time and manner of operating all of the Community Recreation and Common Facilities. The Rules posted at all recreation and common presently in effect are made a part hereof and incorporated into these Rules. All Community Recreation and Common Facilities must have either a Resident or Tenant present within the area being used.
- 2. The Recreational and Common Facilities include, but are not limited to the following: Clubhouse, Swimming Pool, Shuffleboard Court, Billiard Room, Work Shop, Laundry Facilities and Streets reserved for Block Parties, etc.
- 3. Use of the Recreational and Common Facilities must be reserved with the Recreation Committee Chairperson/Representative seven (7) days in advance of the expected use. The use of these facilities shall not interfere with normal, scheduled Community events.

- 4. The Clubhouse may be reserved by residents for private activities upon Resident obtaining one-day insurance coverage for the event. A copy of the insurance must be in the Community Office before the function is scheduled to start. Reservations for the use of the Clubhouse must be scheduled and approved with the Recreation Committee Chairperson at least seven (7) days in advance of the event. Other residents not included in the private event may have access to the Clubhouse, other than reserved areas. The use of the facility for private functions is for Residents of Golden Acres Mobile Home Park and their guests only. It is the Resident's responsibility to clean the area after use and to pay for any damage to equipment of facilities.
- 5. The Clubhouse is not a designated storm shelter. Residents should seek shelter in buildings provided by local government and announced on local radio and television stations. These shelters can be changed from time to time. All residents should acquaint themselves as to the "evacuation routes" posted on roads and on highways.
- 6. No alcoholic beverages are allowed in the Clubhouse except at approved functions only. No alcohol is permitted in the pool area. Alcoholic beverages cannot be sold or given away by any organized group that is part of the Association.
- 7. The Corporation is not responsible for supplies or equipment sent to the Clubhouse for private use by any Member. Members are responsible for any damage that may occur in the Clubhouse.
- 8. The Workshop will be available AT YOUR OWN RISK for use by Residents only during the hours of 8:00 AM through 5:30 PM, Monday through Saturday, October 1 through March 31. 8:00 AM to 7:00 PM, April 1 through September 30. Workshop is closed on Sundays and the following holidays, Christmas, New Year's Day, Easter and Thanksgiving.
- 9. A Waiver to use the Workshop releasing the Community of liability can be obtained from the Community Office and must be signed annually before using the Workshop. Keys to the Workshop may be obtained from the Community Office and must be returned at the end of the season. Keys cannot be duplicated. If a key is lost, the Resident using the Workshop will pay the cost of the replacement key or lock.
- 10. All items broken or in disrepair in the Workshop must be reported to the Community Office. If any item is damaged through negligence or misuse, the Resident using the Workshop will be responsible for the cost to repair or replace the item. The work area must be cleaned up after each individual daily use.
- 11. A coin-operated laundry is available and maintained for Community Residents only. Report any equipment not working to the Community Office. The Corporation is the owner of the equipment but is not responsible for any damage to articles washed or dried in the laundry. Laundry hours are 7:00AM to 10:00PM daily. Management reserves the right to change the hours of operation or close the laundry for maintenance as needed.
- 12. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft or any other causes. The Corporation shall not be liable for accident or injury to any person or property through the Resident's use of the recreational facilities. The Residents and their guests may avail themselves of these facilities at their own risk and assume liability for any physical damage or personal injury caused by such use.
- 13. Guests of Community Residents under the age of eighteen (18) years must be

supervised at all times when using any of the recreational facilities for their health and safety.

XI. FEES, CHARGES AND ASSESSMENTS

- 1. All assessments and rents are payable monthly and due on the 1_{st} of the month, and are considered late if paid after the 10_{th} day of the month. Payments made after the tenth (10) day of the month shall be subject to a late charge of \$25.00. If a check is returned by a financial institution, for any reason, a \$25.00 charge will be assessed.
- 2. Amounts payable to the Corporation include but are not limited to regular assessments, special assessments, Rules' enforcement fees, repairs to the common area that are a Member's responsibility, legal fees and other costs associated with the collection of funds on behalf of the Corporation.
- 3. Payment Schedule: The regular assessment is payable in advance on or before the 1st business day of each month and shall be delinquent after the 10th business day of the month.
- 4. Interest, Late Fee and Non-Sufficient Funds Charges:
- a. If the assessment is not paid within ten (10) days after the date it becomes due, it

shall bear interest at eighteen percent (18%) per annum, but not to exceed the maximum rate allowed by law.

b. An administrative late fee, in addition to interest, in an amount not to exceed the

greater of Twenty-Five and No/100 (\$25.00) or five percent (5%) of assessment amount that is late.

- c. A \$25 NSF (Non-Sufficient Funds) charge will apply to any returned check.
- 5. Order of Crediting Payments: Payments received shall be first applied to any interest accrued by the Corporation, then to any administrate late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment.
- 6. Process for Delinquency Notification: For all balances that are thirty (30) days past due,

the following notification process applies:

a. First Notice: First Notice of Past Due Charges, including detail of assessments, late

fees, NSF charges, interest and other charges that apply, will be sent by Certified Mail, Return Receipt Requested, to a Member whose balance is thirty (30) days past due.

b. Second Notice: Second Notice of Past Due Charges, including detail of

assessments, late fees, NSF charges, interest and other charges that apply, will be sent by Certified Mail, Return Receipt Requested to a Member whose balance is sixty (60) days past due.

c. Ten (10) Day Demand: A Ten (10) Day Demand for Payment, including detail of

assessments, late fees, NSF charges, interest and other charges that apply will be sent by Certified Mail, Return Receipt Requested to a Member whose balance is seventy-five (75) days past due. This Notice will recite intent to turn the matter over to an attorney for collection enforcement if the balance is not paid within ten (10) days. Attorney actions include but

are not limited to filing a lien against the Member's property, obtaining a personal judgment against the Mem	ber and
are not limited to filing a lien against the Member's property, obtaining a personal judgment against the Memproperty foreclosure.	

d. If a delinquent account is referred to an attorney for collection, the Member shall be charged the Cooperative's reasonable attorney fees and related costs.

XII. EVICTION

- 1. The Corporation may evict Tenants for:
- a. Non-payment of the rental amount, pursuant to §723.061(1)(a), Florida Statutes.
- b. Conviction of a violation of Federal or State law or local ordinance, which violation
- may be deemed detrimental to the health, safety or welfare of the other residents of the Community, pursuant to §723.061(1)(b), Florida Statutes.
- c. Violation of a Community Rule or Regulation, the rental agreement, or Chapter 723 of the Florida Statutes.
- d. A change in the use of land comprising the mobile home park or a portion thereof pursuant to \$723.061(1)(d), Florida Statutes.
- e. Failure of the purchaser of the mobile home situated in the Community to be qualified and approved for residency pursuant to these Rules.

XIII. NOISE AND CONDUCT

- 1. It is important that we respect our neighbor's privacy and property. Consideration for your neighbor(s) right to peaceful enjoyment should be observed at all times. Disturbing, loud and excessive noises from persons, radios, televisions, stereos, etc. where it constitutes a nuisance to neighboring residents are not allowed at any time. While this may be subjective, a common sense fair play approach should be taken.
- 2. Disorderly conduct and profane language will not be tolerated. Public intoxication will not be tolerated in the Community at any time.
- 3. No Resident, Guest or Visitor shall commit any illegal conduct anywhere in the Community.
- 4. The hours from 11:00 P.M. to 8:00 A.M. should be considered an especially quiet time. Residents shall exercise common courtesy regarding noise or the playing of musical instruments, voice, radio, television and amplifiers that may tend to disturb other residents.

XIV. NO PET POLICY

No pets are permitted at any time to be housed in a unit or brought onto the Community property by anyone, including Unit Owners, their Guests or Visitors.

XV. WATER/UTILITIES

1. Residents will exercise prudence in using water and will report to the Community Office all leaks or drippings. Automatic sprinklers are prohibited, and running hoses may not be left unattended.

Water use is restricted as per the standards set by the City of Dunedin and the Board of Directors. Residents shall report all broken or defective utility connections immediately to the Community office.

2. Electrical, gas, water, or sewer repairs required outside the mobile home, must be reported to the Management. The Corporation will not be held responsible for any cost or damage incurred when Residents make repairs. Residents should ensure that their water heater is equipped with a relief valve and a back-flow valve. The Corporation is not responsible for damage done to water heaters caused by lack of water pressure. All work must be done by licensed contractors.

XVI. TRASH, GARBAGE AND REFUSE:

- 1. Every Resident has a responsibility to help keep the Community clean and neat. Proper disposal of trash, garbage and refuse is important to our health.
- 2. All trash and garbage must be placed in appropriate containers which are furnished by the

City of Dunedin. When putting these containers out for pick-up, they must be placed no closer than three (3) feet from other objects. At all other times, garbage and trash shall be stored neatly and securely on the property, but NOT at the front of the unit. No trash or garbage shall be dumped on vacant lots, around recreational areas, or across fences around the perimeter of the Community.

- 3. Pick-ups will be Wednesdays, and containers may be placed at curbside on Tuesday evening. Please do not place containers in the road. The cost of replacement garbage cans will be at the Resident's expense. Make arrangements to place them curbside if you are not available.
- 4. Excess brush shall be tied or put in tightly secured plastic bags and placed at the curbside for pick up by Community maintenance. All refuse, grass cuttings, leaves, trimmings, etc. shall be placed in tightly secured plastic bags.
- 5. Burning of trash, grass cuttings, leaves or other material is NOT permitted.
- 6. Any waste materials resulting from home renovations must be removed and disposed of by the contractor or Resident. They must not be disposed of in the Community dumpsters. Residents may need to rent a dumpster, at their own expense, if they are making extensive renovations to their existing mobile home. The rental dumpster may be parked in the Resident's driveway during renovation. The Resident will need to notify the office if he is planning on placing a dumpster on his lot.
- 7. Hazardous waste products must not be placed in the dumpsters. These are to be disposed of at a hazardous waste disposal site.

XVII. RESPONSIBILITIES

- 1. Every Unit Owner is responsible for obtaining and maintaining adequate insurance on his/her mobile home.
- 2. The Corporation is not responsible for loss or damage caused by accident, flood, fire, act of God, injury, theft, act of war, windstorm, or other causes to any mobile home or personal property of mobile home owners or their family, Subtenants, Guests or Visitors.
- 3. The Corporation is not liable for accident or injury to any person or property through the use by Members, Subtenants, and their Guests or Visitors of Community facilities. Members, Subtenants, and their Guests and Visitors may use these facilities at their own risk and assume liability for any physical damage or personal injury that may occur.
- 4. Members are responsible for damages caused by them, their Subtenants, their Guests or Visitors.
- 5. As considerate neighbors, Residents will avoid excessive noise, such as loud radios, TVs or their equipment.
- 6. Neighborhood disputes and personality conflicts are not within the jurisdiction or purview of the Corporation. Please respect your neighbors, and treat your neighbors with the same courtesy as you would wish to be treated. The Corporation will not mediate or arbitrate neighborhood disputes and will not take action on such matters unless based upon a violation of the governing documents and these Rules of the Corporation.

XVIII. GUESTS

- 1. A "Guest" shall mean a person whose stay at the request of a Resident does not exceed thirty (30) days total per year, unless such person has the written approval of the Board of Directors for a one-time thirty (30) day extension. Application for a one-time thirty (30) day extension must be made to the Board of Directors in writing at least seven (7) days prior to the end of the initial thirty (30) day period. If written approval was received for a one-time thirty (30) day extension, a Guest's stay shall not exceed sixty (60) days total per year and cannot be consecutive in any two-year period.
- 2. Residents with family or other guests who intend to remain on the Community property for more than 24 hours are required to complete a guest registration form available at the Community office and to inform the office of the name(s), ages, length of stay and vehicle, if any, of their guests.
- 3. Members are responsible for informing their Guests about the Rules of the Community and are responsible for their Guests' compliance and actions.
- 4. Guests who occupy a unit when the Member is not present must register at the Community office or the Member must notify the Corporation in writing.

XIX. TRAFFIC, VEHICLES AND BOATS

1. The Board of Directors may restrict the operation of all traffic within the Community.

Everyone traveling within the Community must comply with the posted traffic regulations and Florida State Motor Vehicle Laws. The speed limit within the Community is fifteen (15) miles per hour. Pedestrians, golf carts, and bicycles have the right-of-way.

- 2. Streets are Fire Lanes and sufficient clearance for ALL vehicles MUST be maintained at ALL times. Residents shall keep their vehicles, including golf carts, scooters, and bicycles parked in their carports. Street parking of Resident's vehicles is allowed temporarily only to accommodate carport or unit maintenance.
- 3. Parking is not permitted on the streets between 11:00 P.M. and 7:00 A.M. Vehicles parked on the street during these hours may be towed at the owner's expense.
- 4. No parking is allowed on vacant lots, sidewalks, lawns, or blocking of a Resident's driveway or mailboxes. There is no parking in any neighbor's driveway without written permission of the neighbor. Written permission must be on file in the Community Office.
- 5. Overnight parking is not allowed in common areas without Management permission. Guests must use Resident's driveway or designated parking areas by Clubhouse. If you own two (2) vehicles, they must be kept in your carport, not extending over sidewalk. Common areas are not for 2nd vehicle use.
- 6. All noncommercial cars and pickups are allowed to be stored on unit lot. Pickups of class 3 designation that can fit in an eleven (11) foot carport are acceptable. All vehicles must fit completely in carport, not extending over sidewalk.

Operators of all motorized vehicles within the Community must have a valid driver's license. Golf carts can only be operated by persons sixteen (16) years of age or older. After dark, all golf carts, scooters, bicycles and wheelchairs must have lights and have them turned on in the front and rear. Residents are allowed one (1) operable golf cart per unit and must be approved by the Board of Directors

- 7. All motorized vehicles must maintain standard and quiet exhaust systems. They must also comply with all applicable governmental laws, ordinances and regulations.
- 8. All Resident owned motorized vehicles and golf carts in the Community must be registered with the Community Office.
- 9. Only minor motor vehicle repairs may be made on personal vehicles at a Resident's home. Inoperable motor vehicles, or vehicles without current license tags, are not permitted in the Community. Vehicles in violation will be towed at the vehicle owner's expense. Major repairs to vehicles, such as removal of engines, transmissions, or other major mechanical repairs, will not be permitted anywhere in the Community. Painting of vehicles in the Community is prohibited.
- 10. Skateboards are not allowed anywhere in the Community. Roller blades or roller skates are only allowed on the roadways between 8:00 AM and dusk, and must remain off the

recreational areas, which includes the shuffleboard area, the pool area and the clubhouse. They are not allowed to be used on residents' driveways or in between homes.

- 11. NO boats, boat trailers, travel trailers, campers, RV's or similar units are allowed on home sites. Residents can load or unload the unit during daylight hours only. In addition, NO boats, boat trailers, travel trailers, campers, RV's or similar units are allowed on the streets within the Community or in designated parking areas overnight. Residents and/or their Guests are responsible for making their own storage arrangements outside of the Community. No storage area exists in Golden Acres Mobile Home Park. Non-motorized watercraft are allowed with a maximum of two (2) per unit to be stored:
- a. Under unit.
- b. Secured to interior of lattice work in carport.
- c. Secured between shed and unit.
- d. Secured to rear of unit within two (2) foot area as not to interfere with lawn maintenance. Any other requests should be presented to the Board of Directors for approval.
- e. Allowed only when owner is in residence.

Folding trailers may be:

- a. Stored in shed.
- b. Secured between shed and unit.
- c. Secured to rear of unit within two (2) foot area as not to interfere with lawn

maintenance.

d. Allowed only when owner is in residence.

Any other requests should be presented to the Board of Directors for approval. Board of Directors is not held responsible for damage to water craft or trailers.

- 12. No Commercial advertising is allowed on residents' vehicles while in the Community.
- 13. The Corporation is not responsible for any damage or articles missing from vehicles parked in this or any other area of the Community.
- 14. No one at any time is permitted to sleep overnight in a camper, travel trailer, or motor home, even though it may be self-contained.
- 15. Commercial vehicles, including but not limited to delivery trucks or vans, special use trailers, or vehicles adapted to a business use, such as a pickup truck that has been fitted with special racks to hold material and tools may not be parked overnight on Community streets.

XX. COMPLIANCE AND DEFAULT

1. In case of a violation (other than the nonpayment of assessments) by a Member of any of the provisions of the Master Occupancy Agreement, the Articles, Bylaws, or these Rules, the Corporation, by direction of its Board of Directors, may transmit to the Member by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of ten (10) days from the date of the

notice, the corporation shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

a. Assess a fine not to exceed \$100.00 per violation for each day of a continuing

violation, with a single notice and opportunity for a hearing to the unit owner, and if applicable, its licensee or invitee, pursuant to Chapter 719.303(3), Florida Statutes; provided, however, that no such fine shall in the aggregate exceed \$1,000.00.

- b. File an action to recover its damages on behalf of the Corporation or on behalf of other Members.
- c. File an action for injunctive relief requiring the offending Member to take or desist from taking certain actions.
- d. File an action for both damages and injunctive relief.

In any action brought pursuant to this section, the prevailing party is entitled to recover reasonable attorneys' fees.

XXI. GUIDELINES FOR SMALL WET FOUNTAINS

- 1. Must have electric circulation pump that runs twenty-four (24) hours per day (115 volt electric).
- 2. Water must be chemically treated to prevent water from becoming stagnant or mosquito infested.
- 3. Fountain may only be placed in the twenty-four inch (24") area allowed around your mobile home.
- 4. Written request for approval to install fountain must be submitted to the Board of Directors for their written approval before installation may begin.
- 5. No solar powered pumps will be allowed.
- 6. Owners must maintain fountains at all times.
- 7. Owners who do not live in the Community year-round must move fountain inside their shed or mobile home before leaving for the summer months.

XXII. COMMITTEES

1. All Committees and/or Clubs handling funds shall provide detailed monthly financial

reports and bank statements to the Board of Directors.

XXIII. MISCELLANEOUS

- 1. Vandalism on private or Community property should be reported promptly to the police and Management.
- 2. No noxious, offensive, dangerous, illegal or unsafe activity will be carried out on or in any unit, the common areas, nor will anything be done therein either willfully or negligently, which may be or become an annoyance to the other Residents.
- 3. No Resident will make or permit any disturbing noises by family, friends, Guests or Visitors, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Residents.
- 4. Carport or yard sales require a permit at no charge from the City of Dunedin and written permission of the GAROA Board of Directors.
- 5. Any Rules that are contrary to any law of any jurisdiction in which the Community is located will not apply or be enforced. However, the other provisions of these Rules will not be affected and will continue in full force and effect.
- 6. The rights of the Corporation contained herein are cumulative and failure to exercise any right shall not operate to forfeit that or any other rights of the Corporation. No waiver by the Corporation of any Rule herein shall be deemed to constitute or imply a further waiver of that or any Rule.
- 7. All Rules posted at the Clubhouse and other recreation and common facilities shall be made a part of these Rules as if written herein.
- 8. The Rules and Regulations as presented herein are adopted by the Board of Directors and supersede and replace all Rules that were previously in effect.