

Community Rules and Regulations

Welcome to Lazyland! Our goal is to provide you with a safe and pleasant community. These Rules and Regulations are in effect for that purpose. Your cooperation in complying with these Rules and Regulations will be required by Management and greatly appreciated by your neighbors and community members. Keep in mind that these Rules and Regulations are for your benefit.

1. Definitions.

As used herein, the following terms are defined as follows:

“Community” means Holt’s Lazyland Mobile Home Community.

“Guest” means any visitor or other person entering the Community or entering onto a Lot who is not authorized by Management to live or reside in the Community or on the Lot and who has visited the Community for a period that does not exceed fifteen (15) consecutive days in any one month or thirty (30) total days per year.

“Lot” means a Mobile Home Lot or a RV Lot, as defined herein.

“Management” means Holt, Inc. d/b/a Holt’s Lazyland, the owner of the Community, including any person duly authorized by Holt, Inc. to make decisions regarding matters related to the administration and management of the Community.

“Mobile Home” means a unit as defined by section 723.003(8), Florida Statutes. The term Mobile Home does not include any unit originally sold as a recreational vehicle, such units are referred to herein as a “Recreational Vehicle” or “RV.”

“Mobile Home Lot” means a lot described and intended by the Community Owner for placement of a Mobile Home.

“Occupant” means any person living or residing in a Mobile Home in the Community for more than fifteen (15) consecutive days or more than thirty (30) total days per year.

“Rental Amount” means all financial obligations, except user fees, which are required as a condition of the tenancy.

“Resident” means any authorized Occupant, Tenant, or owner of a Mobile Home or RV, who lives or resides in a Mobile Home or RV in the Community. The term “Resident” does not include guests or Occupants who have not been approved by Management to live or reside in the Community.

“RV Lot” means a lot described and intended by the Community Owner for placement of a Recreational Vehicle.

“Tenant” means a person approved by Management who is entitled to occupy a Lot, under a rental agreement with the Community Owner (as an approved lessee or sub-lessee) and who does not own the Mobile Home or RV located on the Lot.

“Unit” means any Mobile Home or RV within the Community.

2. Leases and Rents.

- 2.1. All leases for Mobile Home Lots are written (with the exception of those that have been entered into prior to February 1, 2018, or any renewals thereof, which may be oral or written) and have a 1-year, renewable term starting on February 1 and ending on January 31. Short-term RV leases may be oral or written and have a term agreed upon by Management and the Resident.
- 2.2. The Rental Amount paid is applicable for all registered Residents, provided, however, that there shall in no case be more than two (2) registered Residents for each bedroom in a Mobile Home or RV.
- 2.3. Mobile Home Rental Amounts are payable in advance and are due on the first day of each month and are delinquent after the fifth (5th) day of the month. Recreational Vehicle Rental Amounts may be made on other periods, which will be determined by Management. Rent payments may be made at the Management Office, 1717 12th Avenue South, Lot F-6. After hours, payment may be deposited through the drop slot in the Management Office door.
- 2.4. Mobile Home Rental Amounts received in the Management Office after 5:00 p.m. on the fifth (5th) day of each month are considered delinquent and are subject to a late payment fee. Recreational Vehicle Rental Amounts are due on the due date and are delinquent and subject to a late payment fee if not received by the due date. Rental Amounts are considered to be paid on the date received in the Management Office, not on the date mailed, postmarked, or indicated on the check. The amount of the late payment fee is specified in section 6, below.
- 2.5. Any checks returned to Management by the bank will incur an additional returned check fee, in addition to any fees imposed by the financial institutions. The amount of the returned check fee is specified in section 6, below.
- 2.6. All payments received are applied first to any outstanding balances, and then the remaining payment, if any, will be applied to the present balance due.

3. Residency.

All Residents are required to be registered and approved at the Management Office. A purchaser of an existing Unit may be required to take any remedial action to bring the Unit into compliance with these Rules before being accepted as a Resident.

- 3.1. An application for residency must be completed and approved by Management for all Residents and a copy of the Rules and Regulations and, for Mobile Homes, a copy of the Prospectus, must be delivered and signed for prior to (a) the arrival of the Unit in the Community, or (b) occupancy by a new purchaser when the Unit is already in the Community.
- 3.2. After giving notice required by law, including Section 723.061, Florida Statutes, in the case of Mobile Homes, Management reserves the right to (a) require repairs or

removal of any Unit not meeting the requirements of the Community's existing Rules and Regulations by any person who purchases or otherwise receives title (whether legal, equitable, or beneficial) to a Unit that is not acceptable in appearance and condition and (b) to provide notice and take action pursuant to Section 723.061(1)(c)(2), Florida Statutes, with respect to any continuing violations of any properly promulgated rule or regulation.

- 3.3. Every Resident and Occupant in the Unit must be registered and approved by Management. Pursuant to Section 723.011, Florida Statutes, every Resident and Occupant will be requested to acknowledge receipt of a copy of these Rules and Regulations and the Rental Agreement before occupying a Mobile Home. Any increase in the number of Residents or Occupants in a Unit or the substitution or exchange of such person must be approved in writing by Management in advance of such change. Unauthorized Occupants are not permitted.
- 3.4. Mobile Home owners are permitted to sell their Mobile Homes within the Community, and the prospective purchaser may, if approved, become a Resident of the Community. The prospective purchaser must, however, meet all requirements for new Residents prior to the purchase. If the prospective purchaser does not meet the requirements for new Residents, the purchaser may nonetheless purchase the Mobile Home, but will be required to move the Mobile Home from the Community.

4. Qualification for Residency.

Individuals shall not qualify to be Residents of the Community unless and until they have provided to Management, on an application supplied by Management, satisfactory evidence of creditworthiness and ability to comply with the Rules and Regulations. All applications must be signed and delivered in person by the applicants to the Management Office.

- 4.1. Applications for residency must be accurately completed and may be denied (or conditional approval may be rescinded). Management reserves the right to refuse to accept any applicant for any one or more of the following reasons:
 - (a) The application contains false or inaccurate information;
 - (b) The applicant does not provide adequate proof of identification;
 - (c) The applicant cannot show sufficient income to meet anticipated Rental Amount payments;
 - (d) The applicant has an inadequate rental history or fails to provide information necessary to determine the adequacy of her or his rental history;
 - (e) The applicant has previously been evicted or ejected from this Community or any other housing or rental facility;
 - (f) The applicant has a criminal record, which includes, without limitation, any pending criminal charges or prior adjudication or plea of guilt or nolo contendere whether or not adjudication was withheld;

- (g) The applicant or any member of her or his household has acted in a manner that threatens the health, safety, property, or right to peaceful enjoyment of living accommodations of other nearby residents or employees at a prior residency, or is reasonably likely to do so if admitted as a resident of this Community;
 - (h) The applicant has an inadequate or unsatisfactory credit history, including without limitation, any voluntary or involuntary bankruptcy, a history of late or partial rental payments at prior residences or for other financial obligations, prior evictions for non-payment of rent, criminal or civil judgments that may preclude timely payment of the Rental Amount, and any other matters ordinarily reported by credit reporting agencies that affect the applicant's general creditworthiness;
 - (i) The applicant has refused to agree to a disclosed increase in the Rental Amount for a Mobile Home Lot upon the expiration of the term of an assumed Rental Agreement pursuant to Sections 723.059(3)–(4), Florida Statutes;
 - (j) The applicant's Unit does not meet present standards of quality and/or does not comply with the Rules and Regulations at the time of the application;
 - (k) The applicant has failed to show proof of ownership of the Unit and/or to disclose the name and address of any lienholder by providing a copy of their official DMV registration within thirty (30) days of occupancy, which documentation is a condition of final approval for residency in the Community;
 - (l) Any prospective Resident (except minor children) fails or refuses to agree in writing to abide by all Community Rules and Regulations; or
 - (m) The application or investigation shows other reasonable and lawful reasons to deny residency.
- 4.2. A security deposit is due prior to occupancy and is refundable, subject to the requirements of Chapter 83, Florida Statutes, contingent on the Resident's full compliance with the terms of the rental agreement prior to departure from the Community. The amount of the security deposit will be determined based on the creditworthiness of the applicant.
- 4.3. Management does not give any preference to, place any limitation on, or discriminate against any person based on race, color, religion, national origin, disability, family status, sex, gender, sexual orientation, veteran status, disability, or age.

5. Subletting.

Mobile Home owners may lease or sublease their Mobile Homes only with express prior written approval from Management. RVs may not be sublet. Any potential Tenant must complete an application for and qualify for residency in the same manner as every other Resident as set forth in these Rules and Regulations. All provisions of these Rules and

Regulations are applicable to Tenants, who may be evicted as provided herein for violation of these Rules and Regulations. Subletting includes leasing less than the entire Mobile Home (e.g., rental of only one bedroom) and also includes short-term or nightly rentals (e.g., Airbnb). Mobile Home Owners wishing to lease or sublease their Mobile Homes will be subject to the following terms and conditions:

- 5.1. The Mobile Home Owner remains responsible for the timely payment of the Lot Rental Amount at all times.
- 5.2. The Mobile Home Owner is responsible for ensuring the Tenant complies with all Community Rules and Regulations at all times. The Mobile Home Owner is required to take immediate curative action in the event of any violation of these Rules and Regulations by the Tenant, including promptly and actively pursuing eviction of the Tenant in the event of violations of these Rules and Regulations by the Tenant or any Occupant or Guest of the Tenant.
- 5.3. Failure of the Mobile Home Owner to comply with these Rules and Regulations or to secure compliance by the Tenant, Occupant, or any Guest may result in termination of the Rental Agreement and/or tenancy between the Community and the Mobile Home Owner and may result in the Mobile Home Owner being evicted and/or the Tenant, Occupant, or Guest being evicted or ejected.
- 5.4. An additional Special Use Fee equal to ten percent (10%) of the rents payable from the Tenant to the Mobile Home Owner is collected as part of the Lot Rental Amount for sub-letting.
- 5.5. Management expressly reserves the right to reject or deny applications for Tenants or additional Occupants if the Mobile Home Owner is delinquent in payments of the Lot Rental Amount or if there are any outstanding or uncorrected violations of the Community Rules and Regulations.

6. Schedule of Fees

The following fees may be collected as part of the Rental Amount.

<u>Type of Fee</u>	<u>Amount</u>	<u>Description</u>
Application/Credit Check Fee	\$65.00	This one-time fee is due at the time of application and is used to cover costs for determining eligibility, including credit worthiness, of any applicant for residency in the Community. This fee will be charged by the Community Owner, as allowed by law, in qualifying a prospective Resident in the Community. An additional application fee may be required if more than two adults seek residency in one Unit.

<u>Type of Fee</u>	<u>Amount</u>	<u>Description</u>
Entrance Fee	\$ <u>N/A</u>	A one-time entrance fee is imposed on all new Mobile Home placements in the Community in accordance with Section 723.041, Florida Statutes. This fee will <u>not</u> be charged for moves within the Community or to a purchaser of a Mobile Home within the Community that is offered for sale by an existing Resident.
Late Payment Fee	\$75.00	All Rental Amounts must be received at the Management Office by 5:00 p.m. on the due date. An additional fee of \$ <u>N/A</u> will be charged after 5:00 p.m. on the sixth (6 th) day after the due date. Rent is considered to be paid on the date it is received in the Management Office, not on the date mailed, postmarked, or indicated on the check.
Returned Check Fee	\$50.00	A fee in this amount will be imposed for each check that is not honored by a financial institution in addition to the accrued late fees and fees charged by the financial institution for returned checks.
Pet Fee	\$10.00	Per pet, per month.
Additional Resident or Tenant Fee	\$50.00	This fee is charged for approved Residents or Tenants in excess of two (2) per Lot. It does not apply to the first two (2) approved Residents or Tenants.
Additional Occupant Fee	\$50.00	This fee is charged for Occupants (those who are not approved Residents or Tenants, who reside in the Community for more than 15 consecutive days or more than 30 total days per year). It does not apply to approved Residents or Tenants. This fee may be assessed weekly for each unauthorized Occupant.
Garbage/Refuse Fee	\$100.00	This fee is imposed for removing any garbage or refuse from a Unit or Lot that is not removed as normal garbage or refuse by the waste removal service.

<u>Type of Fee</u>	<u>Amount</u>	<u>Description</u>
Lawn Maintenance Fee	\$25.00	Residents are responsible for mowing their own lawns. This fee is imposed each time the Community mows the lawn on a Lot because the Resident fails to do so.
Special Service Fee	\$75.00 per call + \$75.00 per hour + parts & materials	Fees charged for any repairs, maintenance, or service performed by the Management or any charge incurred by the Community, which was caused by a Resident's failure to comply with Community Rules or for any negligence, damage, maintenance, or repairs to Community Property.
Mailbox Key Replacement	\$ <u>N/A</u>	The cost for each replacement mailbox key if Management is required to obtain replacement keys. Note, this fee will not apply to replacement keys obtained by the Resident from the U.S. Postal Service.
Additional Vehicle Storage Fee	\$100.00	Per vehicle per month, regardless of the storage location for the additional vehicle.
Boat Storage Fee	\$100.00	Per boat per month.
Subletting Fee	10 percent of gross rents charged to sub-lessees	See section 5, above.

7. Lot Maintenance, Outdoor Furniture, and Storage.

Each Lot shall be kept clean, neat, and attractive. Only furniture specifically designed for outdoor use will be permitted outside the Unit. Storage of items such as bottles, cans, boxes, furniture, freezers, refrigerators, lawn tools, equipment, debris, or other miscellaneous items outside or underneath the Unit, on patios, in carports, or within screen rooms is not permitted. Storage of items under the Unit is not permitted.

8. Digging.

Before digging, Residents are required to obtain prior written approval of Management. Any damage to underground wires, pipes, or infrastructure resulting from digging will be the responsibility of the Resident and may result in assessments.

9. Lawns.

Residents are responsible for the maintenance of the lawns on their Lots, including, if necessary, replacement of dead or patchy sod or grass. Residents are responsible for regularly watering, mowing, weeding, and edging their lawns and trimming all shrubs or plants in order to maintain a well-kept appearance. During the rainy season, lawns must be mowed once per week. Management reserves the right to enter onto any Lot in order to mow lawns that are not in compliance and to do so at the Resident's expense. In such a case, Management is not liable for any damage or destruction to personal property or plants. To protect the underground utilities and infrastructure, Residents must obtain prior written approval from Management before planting any plants other than grass. If Residents wish to plant trees, they are encouraged to select self-pruning species of palm trees.

10. Fences and Landscaping.

Fences are not permitted without prior written approval of Management. Any approved fence may not exceed four (4) feet in height. Hedges are permitted to height of five (5) feet in the rear and three (3) feet in the front. However, to facilitate removal of the Unit and to avoid damage to underground utility services, no digging in the ground, planting, or shrubbery or trees will be permitted without prior permission from Management. Anything planted on the Lot, whether such planting is accomplished by the Management or by the Residents, shall be considered the property of the Community and Residents will not be permitted to remove trees, bushes, shrubbery, or other plants from their Lot. If wood chips, bark, rocks, etc. are used as part of the landscaping, Residents shall not permit such material/ground covering to spread or otherwise disperse into the street or driveway.

11. Home Maintenance.

All Units, carports, sheds, screen enclosures, or any other items placed on a Lot by a Resident must be maintained in a clean and orderly manner. All Unit maintenance is the sole responsibility of the Resident. Management reserves the right to require repairs, repainting, or other maintenance Management deems necessary. It is the responsibility of the Resident to ensure that all Units comply with applicable law, ordinance, regulations, and codes.

11.1. Anchoring and Tie-Down: All Mobile Homes must be anchored and tied down according to applicable law, ordinance, regulation, or code. Residents are responsible for ensuring their Mobile Homes comply with these requirements and are solely responsible for obtaining and paying for any required permits.

11.2. Cleaning and Painting: All exterior surfaces of all Units, including awnings, eaves, and trim, must be cleaned regularly and kept free of mildew, rust, and discoloration. The exterior surfaces shall be maintained so as to keep an attractive appearance and shall be repainted if necessary. Management approval, including approval of colors selected, is required before any exterior surface of a Unit is painted. Damaged areas or poorly painted areas of the Unit and any accessory structures must be repaired or painted as necessary.

11.3. Alterations/Additions: Residents are encouraged to upgrade their Units. To ensure that individual actions are aesthetically compatible with other Units in the

Community and in accordance with the Rules and Regulations, all improvements, additions, and alterations, including replacement of existing air-conditioning, carports, screened-in areas, awnings, and utility buildings, must be approved by Management in writing prior to commencement of work. Each Resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with the Rules and Regulations as well as all applicable laws, ordinances, and regulations.

- 11.4. Screened Areas: All screened rooms/enclosures must be maintained in good condition. Changes from the original material and color of a screened area must be approved by Management prior to installation.
- 11.5. Hitches: Hitches must be removed from Units equipped with detachable hitches.
- 11.6. Safety Hazards and Equipment: Residents are responsible for providing maintaining their Units in a safe manner, including the purchase and maintenance of any safety equipment, including but not limited to fire extinguishers, smoke and carbon monoxide detectors, stairs, railings, etc. Management is not liable for any injury or damage that may occur because a Resident has not complied with this obligation. Management may, at its discretion and upon learning of a safety concern, notify a Resident of safety hazards in or around the Resident's Unit, which the Resident must immediately repair. By providing notice of such safety hazards, Management is not in any way agreeing to inspect for or insure against any safety hazards in a Resident's Unit.

12. Improvements Required for Mobile Homes.

As a condition of each Mobile Home owner's occupancy in the Community, the following improvements must be installed at the Mobile Home owner's expense and be constructed in compliance with all applicable laws. All plans for such improvements must be approved in writing by the Management prior to commencement of the work. Additional information on the specific required improvements is available from Management. Only those improvements constructed in accordance with the approved plans will be allowed.

- 12.1. Tie-downs: Tie-downs meeting the requirements of all applicable state and local statutes, ordinances, and regulations must be installed and approved prior to occupancy. The Mobile Home owner is responsible for obtaining and paying for all permits and fees of any nature associated with the initial location and setup of the Mobile Home. The Mobile Home owner is solely responsible for periodic safety inspections of such tie-downs; and for taking such corrective action as is necessary to ensure continuing compliance with all required and recommended tie-down procedures established by local, state, and federal government laws, ordinances, and regulations.
- 12.2. Plumbing and Electrical Connections: In addition to set-up and tie-down expenses and requirements, the Mobile Home owner is responsible for providing approved plumbing and electrical connections at the Mobile Home owner's expense.
- 12.3. Steps: Concrete or fiberglass steps are required to be placed at each entrance to the Mobile Home. Steps may be constructed of other materials with advance

written approval of Management. Management is not responsible for approving, inspecting, or maintaining steps to ensure safety. Residents are solely responsible for the safety of their steps.

12.4. Skirting: All Mobile Homes must use approved underskirting, which may be stucco, brick, or any other material approved in advance by Management in writing.

12.5. All Other Rules Applicable: In addition to the improvements set forth in this section, all other Rules and Regulations apply and the owner of a Mobile Home must take all necessary actions to bring the Mobile Home into compliance with every Rule and Regulation set forth herein.

13. Antennas and Satellite Dishes.

Cable television is available in the Community through local cable television providers. Any antennas or sending and receiving apparatus shall be attached to the Unit or Lot. Any equipment that interferes with neighboring reception is prohibited.

Federal Communications Commission regulations allow reasonable restrictions affecting the placement, appearance or installation of satellite dishes and antennas. To maintain the appearance of the Community and help avoid safety hazards, all antennas and satellite dishes of every kind should be installed from the middle rear of the Unit. They may not extend any higher above the Unit's roofline than the distance between the Unit itself and the adjacent lot line. Such limitation is to protect your neighbors from injury if the mast or antenna falls. Satellite dishes may be installed on a Unit or on the Resident's own lot, so long as it does not exceed 1 meter in diameter. Dishes larger than 1 meter in diameter are prohibited in this Community. Satellite dishes may not be installed on any other Resident's Lot or on common property.

14. Clotheslines.

For aesthetic purposes, only one clothesline of the collapsible "umbrella" type located at the rear of the Unit is permitted, and requires prior written approval of Management. No hanging of clothes or any other materials outdoors, other than on clotheslines is permitted. Clotheslines are provided near the laundry room and Residents are encouraged to use the provided clotheslines if desired.

15. Lot Numbers.

To assist emergency vehicles and delivery drivers in locating Lots within the Community, each Mobile Home must have Lot number displayed on the front of the Mobile Home such that it is visible from the street. Lot numbers must not be obstructed by any type of landscaping. Numbers must be large enough (i.e., at least 3 inches) and of contrasting colors so they are easily recognized from the street. Management also recommends that RV Residents also display their assigned Lot number.

16. Signs.

Residents are permitted to display one "For Sale" sign in the front window of the Unit only. "For Sale" signs cannot be larger than 12" x 16". In addition to "For Sale" signs, signs displaying the Residents' names and address plates are permissible. No signs are allowed in yards.

17. Windows and Openings.

No aluminum foil, sheets, towels, blankets or similar materials (other than window blinds, vertical blinds, mini-blinds or drapes) may be placed in windows or doors. The use of tinted Mylar film in brown or gray tint is acceptable. All window treatments in homes and all blinds, including in screen enclosures must be maintained in good condition. To protect the safety of all Residents, no modifications may be made to windows or any other part of the exterior of the home without first: (1) providing written certification from a licensed engineer; or, the original manufacturer of the Unit that the proposed modification/alteration will not affect the structural safety of the Unit during storms; and, (2) receiving the prior written approval of Management.

18. Parking and Motor Vehicles.

18.1. Parking Only in Designated Areas: All vehicles must be parked in the Resident's designated parking area. Parking in another Resident's designated space is not permitted. Do not park on or drive across any lawn or grass area of a Lot or common area within the Community. The number of available parking spaces varies by Lot. If Residents require more parking spaces than are designated for their Lot, an additional vehicle fee may apply.

18.2. Operating Motor Vehicles: The speed limit for motor vehicles is posted at 8 miles per hour and shall be strictly observed. Mini-bikes, go-carts and dirt bikes are not to be ridden in the Community. All vehicles that are to be operated in the Community must be properly licensed and registered per Florida law. Vehicles that are not properly licensed and registered may be towed at the owner's expense. Motor vehicles that are less muffled than standard passenger automobiles having standard factory equipment mufflers in good condition are not to be operated in the Community. No person shall operate a motor vehicle or golf cart in the Community unless that person has a valid operator's license.

18.3. Unauthorized Vehicles: Unlicensed and inoperative or illegally parked vehicles are not permitted in the Community. Such vehicles may be subject to removal by Management at the Resident's expense. No unsightly vehicle (damaged or missing parts), which is not in running condition, shall be parked anywhere in the Community.

18.4. Maintenance of Motor Vehicles: Maintenance or repairs of any kind on automobiles or other motor vehicles other than the changing of tires or minor repairs, which require the vehicle be immobilized for no more than two (2) hours, is prohibited. Residents shall not allow inoperative, unlicensed or unused motor vehicles to remain on their premises or in the Community. Parking areas shall be kept clean and free of oil and other stains.

19. Boats and Trailers.

Boats, utility trailers, or travel trailers may not be stored on your Lot. Limited storage space for such boats and trailers is available for an additional Special Use Fee.

20. Guests.

Guests are defined for the purpose of this paragraph as all persons who are not registered and approved by Management as Residents and who are on the Community premises at the specific invitation of an approved Resident or occupant. All guests who anticipate staying more than seven (7) days must register with Management. Any person staying for over fifteen (15) consecutive days or more than thirty (30) total days per year shall be considered an Occupant and must be approved by Management. All guests must comply with all Community Rules and Regulations at all times. Residents are entirely responsible for their guests, including any violation of these Rules and Regulations by a guest.

21. Pets.

Any pet which is to reside within the Community must be considered a “domesticated” animal by the Management and must be of the type that would normally stay inside the Unit. “Non-domesticated” breeds may include, but are not limited to, Dobermans, Rottweilers, Pit Bulls and Chows. Large, dangerous, or exotic pets are not permitted. Management reserves the right to judge the domesticity of the animal and the decision of Management is final.

21.1. Only two standard house pets may be allowed in any Unit and then only if approved by the Management in advance. All pets must be registered at the Management Office and are subject to an additional Special Use Fee. Any pet not properly registered within the office must be removed from the Community.

21.2. All pets must have proper city or county licenses and current immunizations to ensure the safety of all Residents in the Community. Pets must be on a leash when outside and must not be walked on other Lots in the Community. Residents are responsible for removal of their pet’s droppings immediately, whether on their Lot or otherwise.

21.3. If Management finds the conduct of a pet to be dangerous, noisy, bothersome, or a nuisance or if the pet is found running loose on more than one occasion, its registration will be terminated and the pet must be removed within seven (7) days from receipt of written notice. Failure of the Resident to remove the pet from the premises within such a period may result in eviction proceedings.

21.4. Pet owners will be liable for any and all damages caused by their pet. Should a pet be found running free, it may be held for pickup by the animal control department. If a pet is picked up by such animal control department a second time, the pet will not be permitted to return to the Community.

22. Children.

In order to ensure their safety and well-being, children under the age of thirteen (13) years must be under the supervision of an adult at all times while on the Community premises. Residents are responsible to see that their children or the children of their guests do not become a nuisance or disturb other residents of the Community. Children’s toys may not be left outside. Children are prohibited from trespassing on Lots (either occupied or vacant). Residents will bear full financial responsibility for the acts of their children or the children of their guests and visitors.

23. Absence.

Residents and Mobile Home or RV owners are required to notify Management of any absence or period of non-occupancy in excess of thirty (30) days and leave a forwarding address. Rental Amounts continue to accrue and must be timely paid during periods of absence.

24. Barbeques and Fires.

Fire is to be made only in containers designated for it. No open fires or burning of trash or brush is permitted. Barbeque grills or other sources of flame may not be left unattended. No fire or barbeque of any type shall be allowed unless the Resident has present a fire extinguisher or other reliable method of fire suppression at all times.

25. Business Operations.

No business may be operated from any Unit or Lot without prior, express approval from Management.

26. Drugs.

The sale, distribution, manufacture, possession, or use of illegal substances is prohibited. It is also prohibited to drive a motor vehicle while under the influence of illegal substances. Disruptive or improper conduct while under the influence of illegal substances is not an excuse and is itself a violation of these Rules and Regulations. Any person violating this rule may face penalties up to and including eviction and may be reported to law enforcement agencies; additionally, guests violating this policy may have their guest privileges revoked.

27. Emergencies.

In the event of an emergency, Residents are responsible for taking care of their own safety, health, and fire protection needs. In an emergency, call the police or fire department first then notify Management or its agent.

28. Gambling.

Gambling is prohibited as provided by state law.

29. Nuisance.

Disturbing the peace in any manner, profanity, indecency, drunkenness, harassment, threatening conduct, and loud playing of audio equipment, radios, TVs, stereos, musical instruments, or any other type device will not be tolerated. Fireworks or other dangerous instruments are not permitted in the Community. Firearms, BB guns, air-soft guns, paintball guns, and similar items may not be discharged in the Community. Brandishing of any weapon is prohibited. Management assumes no responsibility for resolving personality conflicts or disputes among neighbors. Mutual respect and cooperation among Residents is expected. Each Resident is expected to report any vandalism to individual or Community property to the Management promptly.

30. Quiet Hours.

To ensure the quiet enjoyment of all Residents, quiet hours are in effect from 10 p.m. to 8 a.m. During these times, Residents, Occupants, and guests are expected to keep noise to a minimum.

31. Solicitation.

To insure the privacy of residents, no door-to-door solicitation is permitted in the Community by any Resident, Occupant, Guest, or nonresident, with the exception that Residents have the right to canvass and solicit as allowed pursuant to Section 723.054, Florida Statutes. This provision is not intended to prohibit the notification regarding or invitation to events such as picnics, parties, social events, or similar activities.

32. Trespassing.

Trespassing on or through other Residents' Lots is not permitted. Repeated violations of this Rule may result in penalties up to an including eviction.

33. Garbage, Trash, and Sanitation.

Pick-up dates for garbage and trash will be determined by the City of Lake Worth and/or the entity contracted by the City of Lake Worth to provide garbage and trash disposal. Garbage and trash will be picked up only if it is contained in a secured plastic bag inside a garbage can and placed at a designated location on collection days. A dumpster is available for larger items. For information about collection days and locations of dumpsters, please contact Management. Garbage and recycling cans are provided by the City of Lake Worth and may be available upon request from Management.

34. Storm Protection.

All Units, awnings, screen rooms, carports, and storage sheds must be anchored in compliance with applicable laws, ordinances, regulations, and codes. When a Unit is to be left unattended for a period of thirty (30) days or longer, all items of personal property must be secured in advance and all awnings are to be closed and securely fastened, with the exception of those awnings designed and built free-standing to withstand high winds. In the event of a hurricane, evacuation of the Community is mandatory. Residents are advised to make arrangements in advance and be prepared to evacuate in the event a hurricane warning is issued. Once a hurricane warning is issued, Management may—at the Resident's expense—attempt to properly secure the Units. It should be observed that a hurricane warning means hurricane conditions are imminent; and therefore, resources may be scarce. Management makes no warranties or representations regarding its ability to secure any individual Unit and will not be financially responsible for any loss or damage incurred by the Residents.

35. Laundry Facilities.

The Community provides coin-operated laundry facilities for Residents only. To avoid disturbing the quiet enjoyment of the Residents near the laundry facilities, laundry room hours are from 8 a.m. to 10 p.m. From time to time, and with or without notice, the laundry facilities and adjoining restrooms may be closed for cleaning, maintenance, or repair. Management is not responsible for lost or stolen articles or for accidents or injury to any person. Accordingly, Residents are encouraged to remain at the laundry facility and not to leave items unattended.

36. Removal of Mobile Homes and RVs.

Mobile Homes and RVs may not be removed from the Community unless all Lot Rental Amounts, fees, charges, and assessments are paid to the end of the term. The Community may prevent the removal of a Unit to enforce this rule. If the Unit is being removed from the Community, the Lot is to be left neat, clean, and free of debris, trash, rubbish,

discarded articles or unused items. Any damage done to the Lot or the Community when a Unit is being removed is the responsibility of the Resident that is moving out. Anyone moving a Unit out of the Community must let Management know what day the move will be taking place, at least three (3) days prior to the move.

37. Liability.

Parents are responsible and liable for the conduct of and any injuries or damage caused by their children to the property of others, including injuries to the Community property. Residents and owners of Mobile Homes or RVs are responsible and liable for the conduct of and any injuries or damage caused by their guests and pets.

All personal property, including a Mobile Home or RV placed on a Lot, shall be placed in the Community at the Resident's risk, and Management shall not incur any liability for loss of or injury to such property with respect to any other property or persons due to causes including, but not limited to, fire, faulty installation of the Unit, explosions, flood, smoke, water escape, changes in the level of underground water tables, windstorm, hail, lightning, aircraft, vehicles (other than those operated by or for the Community), earthquake, or insect damage of any nature whatsoever. Each Resident shall indemnify and hold harmless the Management from any and all damages, liabilities, losses, claims, costs, and expenses (including attorneys' fees) arising from injury to persons or property caused by any act or omission of the Resident and/or her or his family, licensees, or invitees.

38. Compliance with Government Regulations and Hazardous Waste.

Residents, Occupants, and guests must comply with all applicable governmental regulations. No Unit or Lot may be used for any illegal or immoral purpose, use, activity, or business. Residents agree to comply with governmental regulations concerning the storage and disposal of all forms of hazardous waste arising from their occupancy of the premises. Should any Resident, Occupant, or guest fail to comply with applicable governmental regulations, the Resident and owner of the Unit specifically agree to be personally liable for all costs, fees, penalties, interest, and charges of any kind whatsoever arising from such failure to comply with the governmental regulations. Further, RESIDENTS AND MOBILE HOME OR RV OWNERS AGREE TO INDEMNIFY AND HOLD THE COMMUNITY HARMLESS FROM ALL SUCH COSTS, FEES, PENALTIES, INTEREST AND CHARGES OF ANY KIND WHATSOEVER.

IMPORTANT NOTICE: A FIRST VIOLATION OF THIS RULE IS SUBJECT TO EVICTION ACTION, PURSUANT TO SECTION 723.061, FLORIDA STATUTES (FOR MOBILE HOMES) OR CHAPTER 83, FLORIDA STATUTES (FOR RVs), AS AN ACT INJURIOUS TO THE OTHER RESIDENTS HEALTH, SAFETY, AND PEACEFUL ENJOYMENT OF THE COMMUNITY.

39. Grievance Procedure.

To facilitate the prompt and equitable resolution of any complaint by Residents, the Community has established the following procedure, which Residents are required to follow, in an attempt to rectify any issues or concerns:

- 39.1. Complaints: All complaints must initially be submitted to the Community Manager. If the Community Manger agrees with the complaint, she or he will take action to correct the issues raised. If the Community Manger does not agree with the complaint, she or he will explain to the Resident his or her understanding of the Community's position regarding such matters. The Community Manager is required to fairly and equitably enforce the Community's Rules and Regulations and Rental Agreement.
- 39.2. Recourse and Clarification: Should any Resident believe that the position taken by the Community Manager is wrong, especially on an item that may not be covered in the Community's present Rules and Regulations and which may need further clarification, such Resident is then requested to prepare a written statement specifically outlining the nature of the complaint, and all facts supporting the complaint. This statement then should be delivered to the grievance committee of the Community by U.S. Mail addressed to:

Holt, Inc.
Attn: Grievance Committee
1717 12th Avenue South
Lot F-6
Lake Worth, Florida 33460

In the statement, the Resident should include their name, address, telephone number, and email address. The grievance committee, upon receipt of such statement, will investigate the complaint and will reply in writing directly to the Resident either requesting additional information or setting forth the Community's final position on the matter.

40. Rights of Management.

Management shall have the right of access to the Resident's Unit to prevent imminent danger to an occupant of the Unit or to the Unit itself. Management shall have the right of entry onto the Lot at all reasonable times for purposes of repair and replacement of utilities and protection, maintenance, repair, or improvement of the Community.

Specific variances to these Rules and Regulations may be granted by Management due to space limitations, design considerations, in cases where the intent of a Rule or Regulation is met but not the specific requirement, or in such other circumstances as to not disturb Residents' quiet enjoyment of the Community and where the basis for the variance is deemed sufficient in the sole discretion of the Management.

The rights of the Management contained herein are cumulative and failure of the Management to exercise any right shall not operate to forfeit any other rights of the Management. The failure of the Community Management to insist, in any one or more instances, upon a strict performance of any right of the provisions of the Rental Agreement or Rules and Regulations, or to exercise any right or option contained herein, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver or relinquishment for the future of any such provisions, options or rights, but such provisions, options or rights shall continue and remain in full force and effect. The receipt by the Management of any monies due hereunder, with knowledge of the breach

of any Community rule or provision of the Rental Agreement, shall not be deemed a waiver of such breach, and no waiver by the Management of any provision hereof shall be deemed to have been made unless in a writing, expressly approved by the Board of Directors of Holt, Inc., and not by any agent thereof, including the Manager.

41. Eviction of Mobile Home and Owner.

Any Resident, Occupant, Tenant, owner of a Mobile Home, or Mobile Home itself may be evicted from this Community based on one (1) or more of the grounds listed in Chapter 723, Florida Statutes.

42. Incorporation with Rental Agreement.

THESE RULES AND REGULATIONS HAVE BEEN INCORPORATED BY REFERENCE INTO THE RENTAL AGREEMENT.