**EXHIBIT A** 



# Community Covenants

(Rules and Regulations)

Uniprop

## JAMAICA BAY COMMUNITY COVENANTS

### **Table of Contents**

A.	DEFIN	NITIONS 1	
В.	AMEN	DMENTS 2	
C.	RESIDENT CONDUCT		
	1.	ALCOHOLIC BEVERAGES	
	2.	SMOKING	
	3.	DRUGS	
	3. 4.	PEACEFUL ENJOYMENT	
	5.	TRESPASSING	
	5. 6.		
		HEALTH CODES	
	7.	ATTIRE	
	8.	ANIMALS	
	9.	YARD SALES	
	10.	HOME SAFETY3	
	11.	DAMAGE AND DESTRUCTION	
	12.	GAMBLING 3	
	13.	FIREARMS AND FIREWORKS 3	
	14.	BUSINESS ACTIVITIES	
	15.	SIGNS 3	
D.	CHILI	CHILDREN	
	1.	ACCOMPANIMENT4	
	2.	CURFEW 4	
	3.	PLAYTHINGS AND TOYS	
	4.	VISITATION4	
E.	CHES'	GUESTS	
	1.	VISITATION4	
	· 2.	ABSENCE 4	
	2. 3.	NOTIFICATION	
		***************************************	
	4.	COMPLIANCE 4	
F.	PETS		
	1.	REGISTRATION 4	
	2.	NUMBER OF PETS 4	
	3.	BREED	
	4.	LEASH 4	
	5.	PET ENCLOSURES4	
	6.	NOISE 4	
	7.	COMMON AREAS	
	7. 8.	CLEAN-UP	
		LIABILITY	
	9.	SIGNS5	
	10.		
	11.	OTHER5	
	12.	COMPLIANCE5	

G.	COMMUNITY RECREATIONAL FACILITIES		
	1.	FACILITIES	
	2.	IMPROPER USE OF FACILITIES	
	3.	LOST/STOLEN ARTICLES	
	4.	BULLETIN BOARD	
H.	VEHIC	CLES	
	1.	PARKING	
	2.	PARKING SPACES	
	3.	REPAIRS	
	4.	MOTORCYCLES AND OTHER MOTOR VEHICLES	
	5.	SPEED LIMITS	
	6.	TRAFFIC CONTROL SIGNS	
	7.	RIGHT OF WAY	
	7. 8.	REMOVAL	
	9.		
	9. 10.	NOISE	
	10.	RECREATIONAL VEHICLES AND BOATS	
	•	BICYCLES	
	12.	DECALS	
I.	CADD	ACE AND TO ACE	
4.		AGE AND TRASH	
	1.	PICKUP DAYS	
	2.	CONTAINERS	
	3.	HORTICULTURE	
	4.	UNAUTHORIZED PICKUP ITEMS	
	5.	HAZARDOUS WASTE7	
_			
J.		DRY FACILITIES	
	1.	USE	
	2.	INSTRUCTIONS7	
	3.	AFTER USE	
K.		AGE AREA	
	1.	LIMITATION	
	2.	USER FEE 8	
	3.	CONDITION OF ITEMS	
	4.	MAINTENANCE OF SITE	
	5.	LICENSE and LIABILITY	
	6.	COMPLIANCE 8	
L.	SECU	RITY 8	
M.	HOM	E SET-UP, CONSTRUCTION, AND INSTALLATION	
	1.	APPROVAL8	
	2.	CONTRACTORS 8	
	3.	HITCHES 8	
	4.	SKIRTING 8	
	5.	STEPS	
	6.	CARPORTS 9	
	7.	STORAGE SHEDS9	
	8.	SCREENED PORCHES 9	
	9.	TIE DOWNS	
	). 10.	MINIMUM HOME SIZE9	
	11.	CONSTRUCTION REQUIREMENT	
	12.	HANDICAP ACCESS	
	12.	WINDOW COVERINGS	

	14.	RESPONSIBILITY		
	15.	MANUFACTURED HOME LICENSE DECAL		
N.	HOME AND HOMESITE MAINTENANCE			
	1.	CONDITION		
	2.	STORAGE		
	3.	AIR CONDITIONERS 10		
	4.	ANTENNAS		
	5.	SATELLITES		
	6.			
	7.	CLOTHES		
		HOMESITE ADDRESS		
	8.	DESTROYED HOMES		
	9.	IMPROVEMENTS		
	10.	MAILBOXES10		
	11.	NOTICES10		
	12.	PARKING AREAS 10		
	13.	HOMESITE REPAIRS 10		
	14.	SKIRTING		
	15.	INSURANCE		
О.	LAN	DSCAPING		
	I.	FENCING		
	2.	IRRIGATION SYSTEM		
	3.	PERMANENT PROPERTY		
	4.	RE-LANDSCAPING AND MAINTENANCE		
	5.	UNDERGROUND INSTALLATION		
	6.	LAWN CARE PROVIDER		
	••			
P.	UTIL	UTILITIES AND OTHER SERVICES		
	1.	REPAIRS		
	2.	HOOK-UPS		
	3.	INTERRUPTION OF SERVICE		
	4.	TANKS		
	5.	DAMAGE AND COSTS		
	6.	UTILITY RELOCATION		
	0.			
Q.	OCC	UPANCY, REGISTRATION, AND RESALES		
Q.	1.	AGE REQUIREMENT		
	2.	MAXIMUM NUMBER		
	3.	REPLACEMENT OF HOMES		
	3. 4.	ADVERTISING A HOME FOR SALE		
	••	SUBLETTING		
	5.	VACATING A HOMESITE		
	6.	ABSENCE		
	7.	PROSPECTIVE MANUFACTURED HOME BUYERS		
	8.	TERMINATION OF TENANCY		
	9.	TERMINATION OF TENANCY		
т.	TOPONY	COLLECTION AND FEES		
R.	_	DUE DATE		
	I.	PAYMENT		
	2.	FEES		
	3.	PEED		
c	Onto	VANCE PROCEDURE 15		
S.		COMPLAINTS		
	1.	CLARIFICATION		
	,	- C.I.ARIPA A.I.U.N		

T.	LIABILTIY FOR DAMAGES	15
U.	OTHER	16
v.	COMMUNITY COVENANTS (RULES & REGULATIONS) FOR POOLS	16
w.	COMMUNITY COVENANTS (RULES & REGULATIONS) FOR SPA	17
X.	COMMUNITY COVENANTS (RULES & REGULATIONS) FOR BILLIARDS ROOM $\dots$	18
Y.	COMMUNITY COVENANTS (RULES & REGULATIONS) FOR TENNIS COURTS	18
Z.	COMMUNITY COVENANTS (RULES & REGULATIONS) FOR FITNESS CENTER	18
AA.	COMMUNITY COVENANTS (RULES & REGULATIONS) FOR SAUNA	19

## JAMAICA BAY COMMUNITY COVENANTS (Rules and Regulations)

Management of Jamaica Bay is very pleased to WELCOME YOU to our Community.

Management of this Community offers Equal Housing Opportunities. We do business in accordance with Federal Fair Housing Laws and will not discriminate against any person because of race, color, age, religion, sex, handicap, or national origin in the sale or rental of housing or residential lots; advertising the sale or rental of housing; financing of housing; or in providing real estate brokerage services.

Many of the Community Covenants ("Rules and Regulations") are based on the requirements of Florida law, and the remainder help ensure the peaceful enjoyment of all Residents.

These Rules and Regulations are intended to maintain the appearance and comfort of the Community for you and your visitors. A copy of the Rules and Regulations will be posted in the Community Center and must be observed by all Residents, Guests, and family members of invitees. Residents shall require all persons on the homesite with their consent to govern themselves in accordance with the Rules and Regulations and in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace.

#### A. DEFINITIONS

- "CHAPTER 723" means Chapter 723, Florida Statutes, as amended from time to time.
- 2. "PROSPECTUS" means, with respect to each Resident, the applicable prospectus for the Community on file with the Florida Department of Business and Professional Regulation.
- "COMMUNITY" means the manufactured home community commonly known as "Jamaica Bay," located at 15235 Tamiami Trail, Fort Myers, Florida.
- 4. "COMMUNITY OWNER" means the owner of the Community including the record and beneficial owner(s) of the Community.
- 5. "MANAGEMENT" means the Community Manager or Operator.
- 6. "HOMESITE" means the manufactured homesite within the Community leased by the applicable Resident.
- 7. "HOMEOWNER" means a person who owns a manufactured home and rents or leases a homesite within a manufactured home community for residential use.
- 8. "RESIDENT" means a person entitled under a Lot Rental Agreement to the use and occupancy of a residential homesite to the exclusion of others. The term includes both Homeowners, Tenants, and Sublessees.
- 9. "GUEST" means an individual who is visiting a home within the Community without requirement to contribute money, perform any services, or provide any other consideration to the owner of the home or lessee in connection with such visit/occupancy and is not listed on the Lot Rental Agreement or who is not otherwise entitled to reside on the homesite and who has visited the Community for a period of time no longer than fifteen (15) consecutive days or thirty (30) days within a twelve (12) month period.
- 10. "OCCUPANT" means a person who is not entitled to reside on the homesite and who has visited the Community for a period of time longer than fifteen (15) consecutive days or longer than thirty (30) days within a twelve (12) month period.

- 11. "SUBLESSEE" means a person who leases a manufactured home in the Community from a Tenant.
- 12. "TENANT" means a person who is entitled under a Lot Rental Agreement with Community Owner to occupy a manufactured home community homesite and who does not own the manufactured home occupying the homesite. The term applies only to persons who have been approved by Management pursuant to these Rules and Regulations.

#### B. AMENDMENTS

From time to time the Rules and Regulations may be changed or additional Rules and Regulations may be added. The Rules and Regulations may be amended at any time at Management's sole discretion. The Rules and Regulations will be posted in a conspicuous location within the Community. Management shall give written notice to each Resident at least ninety (90) days prior to any homesite rental increase, reduction in services or utilities, or changes in Rules and Regulations. Rules and Regulations adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety, and welfare may be enforced prior to the expiration of a ninety (90) day period. Management shall comply with Sections 723.037 and 723.038, Florida Statutes.

#### C. RESIDENT CONDUCT

Notice of violation of the Rules and Regulations will be delivered or mailed to Residents by Management. Copies of these notices will be maintained on file and serve to determine chronic violators, who may be evicted in accordance with Section 723.061, Florida Statutes.

- 1. Alcoholic Beverages: Public drunkenness, drunk driving, or improper conduct stimulated by alcoholic consumption is prohibited. No "alcoholic beverages" as defined in section 561.01(4)(a), Florida Statutes, may be used or consumed on or in any common area or recreational facility of the Community except that such consumption or use may be allowed for Resident sponsored functions or activities upon prior written consent of Management. Such consent shall require proof of a current and valid host liquor liability insurance policy providing liability coverage for such function or activity. Proof of the existence of the host liquor liability insurance policy shall be provided annually to Management no later than thirty (30) days prior to the expiration of the previous policy.
- Smoking: Smoking of any type, including but not limited to tobacco products whether by pipe, cigar or cigarette, is not permitted in any community building or pool areas except in designated areas.
- Drugs: The selling, possession and/or use of illegal drugs, the driving of vehicles under the influence of same, or the conduct of oneself in an improper manner while under the influence of drugs is prohibited.
- 4. Peaceful Enjoyment: Conduct which disturbs the peace and tranquility of others such as excessive noise, loud parties, abusive language, vulgar behavior, or similar action is prohibited. All Residents and their invitees and guests must conduct themselves in an orderly fashion and must ensure that their pets behave in such a manner as not to annoy, disturb, or interfere with other Community residents. Residents are required to keep noise levels from whatever source to a minimum, especially between the hours of 10:00pm and 8:00am. Noise which can be heard outside of the homesite is too loud. Complaints filed with Management by other residents concerning noise or disturbances caused by another resident or such resident's guests shall be considered as evidence of a violation of these Rules and Regulations. Residents shall be held responsible for actions by members of their household or any of their guests, visitors, invitees, agents, or employees.

- 5. Trespassing: Residents, Occupants, and Guests are prohibited from trespassing (passing through other residents' yards) on any homesite (either occupied or vacant), including homesites around the lakes. Playing in the streets, on other residents' homesites, or in vacant homesites, and climbing trees in the Community are prohibited. Resident shall be responsible for the actions of such occupants and guests who violate these Rules and Regulations. Such violations are considered to be violations by Resident. If such behavior occurs, Management reserves the right subject to F.S. 723.061 to terminate the Rental Agreement and residency at the Community.
- 6. <u>Health Codes</u>: Violation of health rules and regulations established by the state or local health department is prohibited.
- 7. Attire: Appropriate attire is required at all times in the Community.
- 8. <u>Animals</u>: Feeding of wild animals in the Community is prohibited. Bird feeders are permitted on your homesite.
- 9. Yard Sales: The sale of a Resident's personal property at a yard, patio, porch, or other sale within the Community is prohibited except upon prior written consent of Management.
- 10. <u>Home Safety</u>: Any condition constituting a fire hazard is prohibited. Each home shall contain all safety equipment required by the governmental authorities.
- 11. <u>Damage and Destruction</u>: Damaging or destroying Community property or Resident's home or other improvement within the Community is prohibited. Subject to F.S. 723.061, the commission of such acts will cause Resident's Rental Agreement to be terminated.
- 12. Gambling: Gambling in any form is prohibited as provided by state law.
- 13. <u>Firearms and Fireworks</u>: No Resident or Guest shall brandish any firearms or any other weapon(s) in an attempt to intimidate, threaten, or harm anyone by in the Community. Any use of BB guns, any other types of guns, slingshots, bows with arrows, and/or any other weapon is prohibited. Residents are prohibited from using fireworks in the Community.
- Business Activities: Peddling, commercial soliciting, or conducting any commercial enterprise or profession, by a Resident anywhere within the Community, is prohibited except upon prior written consent of Management. No advertising signs may be erected on Resident's homesite or manufactured home. Childcare, handling of scrap metal, and animal grooming for compensation are commercial enterprises and are prohibited within the Community. A "business" includes any commercial enterprise which: (1) is required to be licensed by local or state law; (2) requires traffic from outside the Community to enter for the purpose of dealing with said business; (3) uses any type of sign or advertising on the exterior of the home; (4) includes door-to-door canvassing of Community Residents; (5) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; (6) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, renting, or other business use, or the sale of a home in the Community, or (7) involves the brokerage or assistance in the sale of any other home in the Community for compensation of any kind.
- 15. Signs: Other than a "for sale sign" as authorized pursuant to section 723.058(1), Florida Statutes, and Community Rule Q.4., no sign of any type may be placed, erected, or displayed on a homesite or in the window of any manufactured home in the Community, on any vehicle, golf cart, boat, or at any other place in the Community other than as specifically authorized in the Community Rules and Regulations or upon prior written permission of Community Management.

#### D. CHILDREN

- 1. Accompaniment: Persons seventeen (17) years of age and under must always be accompanied by a person age twenty-one (21) or over who is responsible for their behavior.
- Curfew: No person seventeen (17) years of age or under, unless accompanied by a person age twenty-one (21) or over, shall be outside the confines of their respective homesite after 10:00pm, the Community's hour of curfew.
- Playthings and Toys: Tricycles, bicycles, wagons, scooters, "hot wheels," any other type of toy or
  mechanical device, and wading pools shall be stored in the home or storage shed when not in use.
  Swing sets are prohibited.
- 4. <u>Visitation</u>: Resident's children may not take up occupancy in the Community. Children may visit a total of thirty (30) days per twelve (12) month period, not to exceed fifteen (15) consecutive days per visit. Guests may not sleep in vehicles.

#### E. GUESTS

- Visitation: Guests may not take up occupancy in the Community. Guests may visit a total of thirty
   (30) days per twelve (12) month period, not to exceed fifteen (15) consecutive days per visit.
   Guests may not sleep in vehicles.
- 2. Absence: Guests may not reside or stay in the Community in the absence of Resident.
- 3. <u>Notification</u>: Seasonal Residents are required to notify Management of the period during which the manufactured home is vacant.
- 4. <u>Compliance</u>: All Guests must comply with the Rules and Regulations. If Management, in its sole discretion, determines that a Guest has violated a requirement or provision set forth in the Rules and Regulations, and in response to such violation Management so requests, a Guest must vacate the Community within twenty-four (24) hours of delivery to the Homeowner, Resident, or Guest of a written demand to vacate.

#### F. PETS

- Registration: Only pets owned by Residents and registered with Management are permitted in the Community. All pets must be approved by and registered with Management. Domestic pets must be licensed by the local governmental authority. Dogs and cats must wear a rabies tag bearing the owner's name.
- 2. Number of Pets: No more than two (2) pets are permitted per household.
- 3. <u>Breed</u>: Certain breeds of dogs [including but not limited to Doberman Pinscher, German Shepherd, Rottweiler, Staffordshire Bull Terrier, Presa Canario, Boerboel, Cane Corso, Akita, certain Bulldog breeds (including Pitbull), Wolf breeds, and Chow Chow] are prohibited in the Community due to their aggressive natures.
- 4. <u>Leash</u>: Pets must be kept on a leash at all times when outside. No pet may be left unattended outside the home or in a screened room.
- 5. Pet Enclosures: Outdoor pet enclosures are prohibited in the Community.
- 6. Noise: Noisy or unruly pets or those the behavior of which results in Management verified complaints will not be permitted to remain in the Community. Sustained barking which is audible outside the home by any dog for three (3) minutes or more at any time of the day or night

- constitutes unacceptable dog behavior. All Residents and their Guests must ensure that their pets behave in such a manner as not to annoy, disturb, or interfere with other Community Residents.
- 7. Common Areas: With the exception of dogs for the handicapped, pets are not permitted in or around community building areas or on neighbors' homesites, including homesites around the lakes. Pets may be walked on Resident's homesite, on the street medians, or in the Doggie Park.
- 8. <u>Clean-Up</u>: Pet owners are responsible for the removal of all pet excrement or litter from the homesite or from any place in the Community that the pet may be exercised by its owner.
- 9. <u>Liability</u>: Pet owners will be liable for any and all damages caused by their pet.
- 10. Signs: "Beware of Dog" and similar signs are prohibited.
- 11. Other: Farm or wild animals or exotic creatures (such as chickens, pigs, iguanas, snakes, ferrets, etc.) are prohibited in the Community. Feeding of wildlife (such as ducks, birds, and alligators) in and around the lakes and throughout the Community is prohibited. Feeding of stray animals is also prohibited.
- 12. <u>Compliance</u>: Management will monitor pet owners' compliance with all of the foregoing Rules and Regulations and will investigate any and all written complaints from any neighboring Resident concerning any pet in the Community. Written notice in accordance with Chapter 723, Florida Statutes, will be given by Management to any pet owner found to be out of compliance which may lead to the eviction of Resident that owns the pet.

#### G. COMMUNITY RECREATIONAL FACILITIES

- 1. Facilities: Recreational facilities are for the exclusive use of Residents and their Guests on a "use at your own risk basis". Management is not responsible for accidents or injury to any person. These facilities, which include the community centers, swimming pools, common areas, and elsewhere, are private property; their use is a privilege and not a right. Any person who remains within the Community after being requested by Management to leave, or who is not a Resident or Guest, will be considered to be trespassing.
- 2. <u>Improper Use of Facilities</u>: Resident and any Guests shall be responsible for using the facilities of the Community in a responsible manner. Destroying, vandalizing, or otherwise causing damage to the facilities may result in legal action by Community Owner, including but not limited to, eviction of Resident, Resident's home, any occupant of the home, or financial institution pursuant to section 723.061, Florida Statutes. Community Owner may, in its sole discretion, agree to forbear taking such legal action by agreement with Resident, based upon Resident's agreement to limit their and/or their Guest's use of the facilities for a certain period of time. In the event that there is a dispute with Community Owner concerning the limitation of use of the facilities, Community Owner and Resident agree that the matter will be submitted to mediation with the mediator to be chosen from a list of mediators selected and approved by the Florida Supreme Court for use in the circuit court wherein the Community is located, and the Community and Resident will each pay one-half (½) cost of the cost of the mediation of this dispute.
- 3. <u>Lost/Stolen Articles</u>: Management is not responsible for lost or stolen articles.
- 4. <u>Bulletin Board</u>: A bulletin board has been provided for the exclusive use of Community Residents. Posted notices must be dated and removed at a time designated by Management. Notices may not be posted on any Community property, in common areas, nor in or on mailboxes or poles.

#### H. VEHICLES

Parking: Motor vehicles must be parked on off-street spaces provided or in designated areas within the Community. Parking on the grass is prohibited. Parking is provided only for passenger vehicles in good operating condition, currently licensed, and with no more than two (2) axles. No vehicles with a load capacity in excess of three-quarter (1/4) ton shall be kept stored or parked within the Community, except for making normal deliveries.

On street parking shall be restricted to designated areas, and it shall be the responsibility of Resident to clear streets of parked cars whenever requested by Management or its employees. Parking is prohibited within ten feet (10') of any fire hydrant. Vehicles in violation of these Rules and Regulations may be towed away without notice at the Homeowner's expense, payable to the towing service, not to Community Owner. Residents are responsible for Guest's vehicles.

- 2. <u>Parking Spaces</u>: Not more than two (2) parking spaces shall be provided for each home. The number of parking spaces permitted on any homesite shall be determined at the sole discretion of Management based on the available space.
- 3. Repairs: The repairing of any motor vehicle within the Community, other than the changing of tires or road-aid service, is prohibited. Auto washing is permitted in designated areas only, such as driveways and carports.
- 4. Motorcycles and Other Motor Vehicles: No motorcycle, motorbike, moped, off the road vehicle, or unlicensed vehicle shall be ridden in the Community. A motorcycle may be transported on a trailer to the Community storage area and may be stored there. Motorcycles may be started in the storage area but may not be ridden or operated anywhere in the Community. Golf carts are permitted.
- 5. Speed Limits: Motor vehicles within the Community shall be operated in a responsible manner and in no event shall be driven in excess of the posted speed limit of fifteen (15) miles per hour.
- 6. <u>Traffic Control Signs</u>: All traffic control signs (including stop signs) must be obeyed. A FULL STOP must be made at all stop signs. Complaints or observations of a Resident's disregard for the regulations governing traffic may result in eviction and termination of the Rental Agreement.
- 7. Right of Way: Pedestrians and bicycles have the right of way.
- 8. <u>Removal</u>: Unlicensed and inoperable or illegally-parked vehicles are prohibited on the homesite. Such vehicles may be subject to removal by Management at Resident's expense payable to the towing service and not to Community Owner.
- 9. Noise: All vehicles must be properly muffled with engine and exhaust noise kept to a minimum. Engines shall not be "raced," "gunned," or "revved" in a manner or at a time which will disturb the peace and quiet of the Community.
- 10. Recreational Vehicles and Boats: No person may sleep or live in any type of vehicle or boat within the Community. In no case may a recreational vehicle be attached to water and sewer connections. Recreational vehicles, trailers, and boats must be parked in the Recreational Vehicle Storage area. Recreational vehicles, trailers, and boats may be parked in designated parking spaces up to twenty-four (24) hours with prior consent from Management but shall not be stored on the homesite.
- 11. <u>Bicycles:</u> Bicycle riding in the Community after dark is permitted only if bicycles are equipped with front lights in working order and reflectors on the rear of the bicycle. Bicycle riders must obey all street signs.

12. <u>Decals</u>: All vehicles owned by any Resident must have a Community decal thereon for the current year, which shall be placed on the outside of the windshield on the lower left or on the left front bumper. The Community shall provide decals to all Residents at no charge for their vehicles.

#### I. GARBAGE AND TRASH

- 1. <u>Pickup Days</u>: Residents will be notified of trash pickup day by Management. There shall be no outside storage of trash. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection. It is Resident's responsibility to remove any trash that could not be picked up.
- Containers: Garbage must be kept in covered containers at all times, either in their home or storage shed. Trash must be placed at curbside in plastic bags on the day designated as trash pickup day. Do not put trash bags, garbage cans, or yard waste in the street.
- 3. Horticulture: Horticulture trash consists of leaves, branches, twigs, palm fronds, fallen fruit, weeds, etc. Put small yard waste in bags. No tree trunks or tree limbs over 50 lbs. or over 3 feet (3') long permitted. Tree limbs & branches must be tied in bundles no more than 50 lbs. or over 3 feet (3') long.
- 4. <u>Unauthorized Pickup Items</u>: Community will not pick up piles of dirt, sod, rocks, or any items left by a contractor that you have hired. Residents are responsible for disposal of these items. Insist that the contractor you have hired disposes of his trash properly; they are not allowed to leave it at the curb.
- 5. <u>Hazardous Waste</u>: Residents, Guests, agents, invitees, or other Occupants are prohibited from generating, manufacturing, storing, treating, discharging, releasing, burying or disposing on, under or about the leased homesite, or any area in the Community, and from transporting to or from the leased homesite or other area of the Community any hazardous waste.

Hazardous waste includes (but not limited to): drain cleaners, moth balls, poisons, pesticides and fertilizers, pool chemicals, polishes/strippers and solvents, liquid paint (oil and latex) and thinners, photo chemicals, thermostats with Mercury, fluorescent tubes and bulbs, batteries (car, boat, alkaline, rechargeable, etc.), automotive fluids (oil, antifreeze, gasoline, etc.), propane gas tanks, kerosene, flares and ammunition, fire extinguishers, and all electronic equipment.

#### J. LAUNDRY FACILITIES

- Use: Coin-operated laundries are available for the exclusive use of our Residents. Laundry room
  hours are posted at the facility. Facilities and equipment in the laundry rooms are to be used only
  for their designated purpose. Management assumes no responsibility for the proper operation of or
  damage caused by the laundry equipment. Please notify Management of any malfunctions.
- Instructions: Please follow the instructions on the machines and treat them with care as they are
  provided for your convenience. Tinting and dyeing are not permitted as they may cause damage to
  the machines.
- After Use: Laundry is to be removed from the machines immediately upon completion of the
  washing and drying cycles. Each resident is to clean the machines and the laundry room area after
  use.

#### K. STORAGE AREA

Limitation: The storage area is maintained for the convenience of the Community residents on a
first-come, first-serve basis. A Storage Area User Fee Agreement must be signed with
Management before any item may be stored. The number of items which may be stored in the

storage area by Resident(s) of any homesite is limited to one (1). Management has the right to approve additional items per Resident if space is available.

- User Fee: A monthly user fee may be charged at any time for storing any item(s) in the storage area.
- Condition of Items: All items including but not limited to recreational vehicles, travel trailers, camper shells, boat trailers, or other equipment left in the storage area shall be kept in good condition. All tires must be properly inflated.
- Maintenance of Site: Resident must maintain their assigned site. No objects may be stored under or around the item approved for storage.
- 5. <u>License and Liability</u>: All stored items must be validly licensed. Residents assume all risk of damage or loss to any item stored in the storage area and are advised by Management to keep any item(s) stored in the storage area locked at all times. If Resident desires insurance protection for his or her property in the Storage Area, Resident must obtain such insurance at his or her own expense.
- 6. <u>Compliance</u>: Should a Resident neglect to properly maintain property stored in the storage area, that property must be removed within seven (7) days from notification by the Community Manager. If not removed, Management reserves the right to have it removed at Resident's expense.

#### L. SECURITY

Community Owner and/or Management does not promise, warrant, or guarantee the safety or security of any resident, occupant, or guest or their personal property against the criminal or negligent actions of other residents, occupants, guests, invitees, contractors, or third parties. It is Resident's responsibility, and not the Community's, to take care of their own security needs, including the need for police or fire protection.

#### M. HOME SET-UP, CONSTRUCTION, AND INSTALLATION

- 1. Approval: The construction and installation of any improvements of any kind at a homesite is prohibited without the prior written consent of Management. Resident must submit to Management plans for the proposed improvement as part of the Resident Design Approval process. When applicable, Resident must also submit plans to the proper governmental authorities for their inspection and approval and the issuance of permits. Whirlpools and hot tubs are prohibited outside any home.
- Contractors: The set-up of Resident's home must be done by a professional home service company
  or licensed contractor. All contractors and workers must have worker's compensation and liability
  insurance.
- 3. <u>Hitches:</u> Hitches must be removed from homes purchased in or moving into the Community.
- 4. <u>Skirting</u>: Skirting is to be installed as disclosed in the Prospectus. Management approved skirting must be installed within thirty (30) days of move-in date. Skirting for new manufactured home placements must be constructed of vinyl, brick, stucco, or shadow block that is compatible in color to the home and is manufactured by a bona fide skirting manufacturer. Replacement skirting shall be of the same type as existed prior to removal or of a type approved by Management.
- Steps: Free-standing steps should be constructed of pre-cast concrete and equipped with a handrail, if disclosed in the Prospectus. All steps must meet local codes including platform requirements.

- 6. <u>Carports</u>: An attached carport with storage room is required to be installed prior to move-in. A Design Approval Request must be submitted by Resident and approved by Management prior to installation. All carports must comply with both local and state building codes.
- 7. Storage Sheds: If Resident chooses to install a storage shed, it must be placed on a three inch (3") concrete pad provided by Resident. A Design Approval Request must be submitted by Resident and approved by Management prior to installation of a storage shed. Storage sheds must comply with both local and state building codes. One (1) shed per homesite.
- 8. <u>Screened Porches</u>: A Design Approval Request must be submitted by Resident and approved by Management prior to installation of a screened porch.
- 9. <u>Tie Downs</u>: Installation of tie downs to the home must comply with all governmental building codes and manufacturer's set-up requirements. Tie down installation is solely Resident's responsibility. Residents shall have their tie downs inspected annually by a licensed contractor.
- 10. <u>Construction Requirement</u>: All homes must conform to the HUD National Manufactured Home Construction and Safety Standards established in June 1976.
- 11. <u>Handicap Access</u>: Handicap access improvements such as ramps are permitted. A Design Approval Request must be submitted to Management by Resident prior to installation of the ramp which must comply with all other Rules and Regulations and governmental standards.
- Window Coverings: 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 home that the proposed modification/alteration will not affect the structural safety of the home during storms; and, (2) receiving prior written consent of Management.
- 13. Responsibility: Resident is responsible for assuring that all construction and facilities located on the manufactured homesite are installed properly and are maintained in a safe and sanitary manner. Community Owner shall have no obligation to assure that the manufactured home set-up and construction installation are done in accordance with requirements of any state or local law, or with these Rules and Regulations. Resident is responsible for assuring Community Owner that all such requirements have been met. Failure to comply with this requirement is grounds for eviction pursuant to Section 723.061(1), Florida Statutes, for violation of the Rules and Regulations.
- 14. Manufactured Home License Decal: Resident shall purchase yearly a manufactured home license decal (sticker) in accordance with Chapter 320, Florida Statutes. Current state license decal(s) shall be conspicuously displayed on the manufactured home at all times according to decal instructions.

#### N. HOME AND HOMESITE MAINTENANCE

- 1. Condition: Resident shall keep his/her homesite and home in a clean and neat condition and free of any fire hazards. Resident will be held financially responsible for repairs of any damage to the homesite including, but not limited to, paving, landscaping, or utility systems.
- Storage: Storage is prohibited around or under homes or in screened rooms. All items must be stored inside the home or storage shed, except standard patio furniture and barbecue equipment in good condition which may be left outside seasonally.

- 3. Air Conditioners: Must be in good repair and free of rust or loose covers and connections. All homes must have fully operational central heat and air conditioning systems which are installed in accordance with all applicable codes and regulations. No air conditioning unit shall be located in the front window of the manufactured home, the front wall of any manufactured home, or any wall facing a street.
- 4. Antennas: Outside antennas, aerials, or towers are prohibited on Resident's homesite except as permitted by the Telecommunications Act of 1996.
- Satellites: Only satellite reception devices permitted by the Telecommunications Act of 1996 are permitted. Management requires that residents submit a Design Approval Request prior to any installations.
- 6. <u>Clothes:</u> The hanging of clothes and other materials outdoors is prohibited anywhere in the Community
- 7. <u>Homesite Address</u>: Each home must have the address placed on the front of the home upon move-in, and the address should be visible from the street. Address must be three to six inches (3"-6") high. This is essential to help emergency services locate the proper party when an emergency arises. The Homeowner is responsible for maintaining the address in conformance with this Rule and Regulation.
- 8. <u>Destroyed Homes</u>: In the event that a home is destroyed by fire or storm, it must be completely removed from the Community and the homesite restored to the status of a well-maintained homesite in the Community at the Homeowner's expense within thirty (30) days. Rent will be due and payable until the homesite is cleared.
- 9. Improvements: Before construction of any type is permitted on the homesite or added to a home, or before a home, deck, or shed are painted, Resident must obtain written consent from Management in the form of a Resident Design Approval. Additional permits may be required by the municipality in which the Community is located. A pallet of acceptable colors is available at the Management office. The cost of any modification to Resident's home, homesite, or utilities for additions, improvements, or repairs are Resident's sole responsibility.
  - In no event shall a Resident suffer or permit a lien pursuant to section 713.10, Florida Statutes, to be placed on Community Owner's property or on Resident's homesite.
- 10. <u>Mailboxes</u>: All Residents have been provided an individual mailbox located in the Community cluster mailboxes (mailboxes are not located on individual homesites). It will be necessary for Resident to contact the Management for any repairs.
- 11. Notices: Notice of any repairs which Resident feels are necessary to Community Owner's property should be submitted in writing to Management. Under no circumstances or for any reason shall Resident initiate or authorize any repair to any of Community Owner's property. If any such repair is, in the sole discretion of Management, deemed necessary, Management shall have the repair made.
- 12. Parking Areas: Resident's parking area shall be kept clean and free of oil and other stains.
- 13. <u>Homesite Repairs</u>: Resident is responsible for all homesite maintenance and repair as set forth in the Prospectus and in these Rules and Regulations. Resident's failure to maintain the homesite may result in Management's imposition of charges, if permitted by the Prospectus, or filing of a legal action for damages and/or eviction pursuant to sections 723.061 and 723.023, Florida Statutes.
- 14. Skirting: All home skirting, additions, and accessories must be maintained in good repair.

15. <u>Insurance</u>: Community Owner does not provide insurance for Homeowner's manufactured home or any of Resident's personal property located on or about Community property including that located on the homesite. Homeowner and Resident are strongly urged to obtain and keep in force during the term of his Lot Rental Agreement a policy or policies of comprehensive liability, fire, windstorm, and flood insurance insuring Community Owner and Resident against perils arising out of the ownership, use, occupancy, or maintenance of the homesite and all areas appurtenant thereto and include coverage for market value of the home and for the removal of the manufactured home after a fire, windstorm, flood, or Act of God.

#### O. LANDSCAPING

- 1. <u>Fencing</u>: Fencing of any type, including barriers created by use of landscape plantings, other than what may be done by Management, is not permitted on the homesite.
- Irrigation System: Automatic lawn sprinkler systems must be constructed in accordance with applicable state regulations after appropriate permits are obtained. Lawn sprinklers are not to be indiscriminately used. The watering of lawns may be restricted to designated days and times of day and by other methods.
- 3. Permanent Property: All shrubs, trees, and plants installed by Resident shall remain and become the property of the Community when Resident vacates the Community, and if not properly maintained by Resident may be trimmed or removed by Management at any time. The cost of any such trimming or removal by Management shall be charged to Resident as lot rental amount. Existing trees or shrubs must not be damaged or removed by Resident without prior written consent of Management.
- 4. Re-Landscaping and Maintenance: Resident must submit a Design Approval Request for additions to the landscaping of any homesite, and prior written consent of Management is required before installation or planting of any such addition. The mowing of Resident's lawn is provided and included in Resident's base rent; it does not include trimming close to homes or landscaping. Lawns, landscaping, trees, and shrubs on each homesite must be maintained by Resident. Residents are to water and trim the lawn, trees, and shrubs in order to maintain a well-kept appearance. Tree maintenance which is to be performed at Resident's expense includes tree or limb removal, limb trimming, fertilizing, root trimming or removal, leaf raking and removal, and repair or treatment of damage, disease or infestation. Lawns are to be fertilized by Resident with a chemical or organic fertilizer, insecticide, and weed killer each quarter. Lawns and landscaping not maintained by Resident, in accordance with these Rules and Regulations, may be so maintained by Management, and Resident shall be responsible for the cost of this service as part of the lot rental amount.

As an uncompensated and gratuitous gesture (not included in the lot rental amount), Management currently provides weeding and trimming of shrubs and small trees not exceeding five feet (5') in height; however, trimming of shrubs and trees by Management may be terminated at any time without notice and without any adjustment in base rent.

- 5. Underground Installation: Because each homesite contains underground electric wiring, gas lines, water and sewer mains, Residents are prohibited from installing any pegs, posts, shrubbery, trees, plants, or anything else below the surface of the ground without prior written consent from Management of a Design Approval Request submitted by Resident.
- 6. Lawn Care Provider: Residents who are going to be absent from the Community for more than thirty (30) days must notify Management as to homesite maintenance arrangements for necessary grounds care. Management reserves the right to do the necessary work so that the homesite will meet the standards of the Community during Resident's absence from the Community. The costs will be charged to Resident as set forth in the Prospectus. Residents are required to furnish Management with a current address and telephone number, as well as the name and telephone

number of the person responsible for the maintenance of their home and homesite during their absence.

#### P. UTILITIES AND OTHER SERVICES

- 1. Repairs: Residents shall be responsible for repairs to utilities, which includes the following:
  - a. Electric wiring from the meter at the electrical pedestal to the home
  - b. Sewer lines from the sewer cleanout to the home
  - c. Water lines from the water riser/shut off or water meter to the home

All electrical, sewer, water, and gas lines which are the responsibility of Resident shall be maintained by Resident in a safe and leakproof condition. Resident shall not alter any other utility line or equipment.

- Hook-Ups: Residents are required to hook up to gas, water, sewer, and electric utilities (whichever
  are provided) on the homesite. It is Resident's responsibility to make their own application to the
  utility companies and to arrange for all connections at their own expense.
- 3. Interruption of Service: In no event shall Management have any liability or responsibility to Resident in the event that Management is delayed or prevented from providing any utility or other service which it has undertaken to provide when the lack of service is due to causes beyond Management's reasonable control. This shall include periods during which any service is interrupted by reason of maintenance or repair of any equipment required for or utilized in providing such service. In no event shall Management be deemed to be in default with respect to any of its obligations unless Management has received written notice of any default and has failed to correct the problem within a reasonable amount of time.
- 4. Tanks: Outside gas, oil, or fuel tanks of any type (including LPG tanks) are prohibited in the Community, unless specifically permitted. A gas grill with attached LPG tank (maximum 20 pounds) is permitted.
- Damage and Costs: Items such as, but not limited to, rags, sanitary napkins, condoms, metal, rubber, clothes, plastic, paper towels, fabric, grease, disposable diapers, tampons (including those labeled "flushable"), and the like are not to be disposed of in manufactured home or community toilets or drains. The cost of purging stoppages of sewer lines of such or similar foreign objects shall be the sole burden of the Homeowner whose manufactured home occupies the homesite from which the foreign object originated. All costs of collecting the expense of purging the lines, including, a reasonable attorney's fee, in the event a Homeowner fails to pay the expenses within five (5) days after written demand, shall also be the burden of such Homeowner. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Homeowner is the prevailing party, the Homeowner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes. Likewise, if Community Owner is the prevailing party, Community Owner is entitled to a reasonable attorneys' fee to be paid by the Homeowner.
- 6. <u>Utility Relocation</u>: The expense of relocating a utility will be paid by Resident (i.e., electrical pedestal, sewer, water, and gas lines).

#### O. OCCUPANCY, REGISTRATION, AND RESALES

1. Age Requirement: This Community is intended, operated, and maintained for the occupancy, use, and benefit of persons 55 years of age or older. As such, this Community adheres to and enforces the requirements of the "Housing for Older Persons Act" of 1995. Consequently, at least eighty percent (80%) of the occupied homes must be occupied by at least one (1) person who is 55 years

of age or older as of the date the Lot Rental Agreement and any other occupant must be 45 years of age or older. Occupancy is limited to those persons listed on the Rental Agreement and registered at the office for a designated homesite.

At the time of application for initial occupancy or on demand of Management, all prospective and existing Residents shall be required to produce for inspection and copying one of the following for verification of age: driver's license; birth certificate; passport; immigration card; military identification; or other valid local, state, national, or international documents containing a birth date of comparable reliability.

In the event the oldest Resident or Occupant of a manufactured home dies or vacates the manufactured home, the remaining Resident(s) or Occupant(s) may continue as a Resident(s) or Occupant of the Community and of the manufactured home as long as at least eighty percent (80%) of the occupied homes in the Community, including those occupied by the remaining Resident(s), are occupied by at least one (1) person 55 years of age or older. Resident shall be required to vacate the Community within twelve (12) months of the birth of any child of Resident. Notwithstanding this express policy, Management reserves the right in its sole discretion to accept a Resident who is less than 55 years of age but 45 years of age or older, as long as at least eighty percent (80%) of the occupied homes in the Community, including that of the new Resident, are occupied by at least one (1) person 55 years of age or older. Management further reserves the right to accept a resident or occupant younger than these requirements who is a handicapped dependent and a member of Resident's or Occupant's immediate family.

A survey to determine compliance with these occupancy requirements is required by rules promulgated by the Department of Housing and Urban Development, 24 C.F.R. Section 100.304. Pursuant to 24 C.F.R. Section 100.307(f) and this rule, Residents are required to comply with the age verification procedures established by the Community. The occupancy information described above will be updated at least once every two (2) years. Upon request, all existing and new Residents must provide any requested information to complete such updates. Failure to provide such requested documentation or information shall constitute a violation of these Rules and Regulations and the homeowner may be subject to eviction pursuant to section 723.061, Florida Statutes.

- 2. <u>Maximum Number</u>: The maximum number of individuals per homesite is two (2); however, Management, in its sole discretion and upon written consent of Community Owner, may approve an additional resident(s) in the home for a limited period of time.
- 3. Replacement of Homes: Prior to the replacement of any home with another or when another home is purchased, Resident must complete a new rental application form and submit that application (along with any other required forms) to Management for approval, which must be obtained in writing prior to moving another home onto a homesite or purchasing another home.
- 4. Advertising a Home for Sale: Homeowners desiring to sell their homes may advertise in the Community only by placing inside or on their homes one (1) "For Sale" sign of a maximum size of 24 inches by 24 inches (24" x 24"). The sign must be professionally printed and approved by Management.
- 5. <u>Subletting</u>: Residents may lease their homes; however, the lease term must be a minimum of three (3) months. Lessees must register and meet the same requirements as Residents and be approved by Management. No Resident may take in "boarders" (defined as "a tenant in someone's house who has lodges and/or takes meals in his house, for pay, or compensation of any kind"). Guests are permitted to visit Residents a total of thirty (30) days per twelve (12) month period, not to exceed fifteen (15) consecutive days per visit. Guests must register with Management. Sublessees must comply fully with the Rules and Regulations.

- Vacating a Homesite: Residents vacating a homesite must leave the homesite clean and free of debris. All aluminum, concrete, planters, driveways, sidewalks, raised patios, and any other improvements must be removed by Resident. All utility connections shall be sealed and identified. When these obligations have been met, Resident shall notify Management, and an inspection of the homesite will be made. Once Management determines that the homesite has been properly cleared, Resident's responsibility for rent shall cease. If Resident fails to properly clear the homesite, Management shall do so, and Resident shall be charged a fee. Residents shall notify Management in writing no less than thirty (30) days prior to the removal of their home. Failure to provide such written notice shall be grounds for forfeiting part, if not all, of any security rental deposits on a pro-rated basis. When a thirty (30) day notice is given to move a home out of the Community, and if said home is not moved out within said thirty (30) day period, said notice shall be of no further force or effect, and Resident's Rental Agreement shall remain in full force. If a Resident wishes to move out after his/her notice to move out has expired, said Resident must reissue in writing a new thirty (30) day notice.
- 7. Absence: Residents contemplating absence for extended periods of time must so notify Management, file forwarding addresses, and make provisions for the routine care of their homesites.
- 8. Prospective Manufactured Home Buyers: If a prospective buyer desires to purchase a manufactured home from a Resident and plans to leave the home in the Community, the buyer must first apply for residency and be approved by Management prior to the consummation of the desired sale. The purchase of a Resident's home by those who have not executed a Lot Rental Agreement or obtained written consent from Management shall not constitute permission or rights for purchaser(s) to reside within the Community.
  - a. Management reserves the right to refuse any prospective Resident if:
    - (1) Their credit worthiness is unsatisfactory.
    - (2) The prospective buyer has previously been evicted from this Community or from any other manufactured home community or rental property.
    - (3) The prospective buyer is not in compliance with the Community's Rules and Regulations.
    - (4) The prospective buyer has a criminal record.
    - (5) There are found any other reasonable legal grounds to deny residency at the Community.
  - b. Seller is responsible to perform any noted repairs on the Home Transfer Inspection unless otherwise agreed upon between the Buyer, Seller, and Management.
  - c. The proposed new Resident must comply with these Rules and Regulations and must execute a Lot Rental Agreement as required by Management.
  - d. The proposed new Resident and home shall meet the present standards of quality, as set forth in the Prospectus, applicable for new occupancy.
  - e. Prospective Residents must show proof of ownership (such as title) of home before signing a Rental Agreement or Acceptance of Rent by Management.
- 9. <u>Termination of Tenancy</u>: Any material misrepresentations on Resident's application to lease a homesite in the Community shall be grounds for termination of a Resident's tenancy at the

discretion of Management. Any tenancy shall be subject to termination as provided in Section 723.061, Florida Statutes.

#### R. RENT COLLECTION AND FEES

- 1. <u>Due Date</u>: The lot rental amount is to be paid in full on the due date. Partial payments are not accepted. The lot rental amount is due and payable on or before the first (1st) day of each month and must be paid on or before the fifth (5th) day of the month. A Late Charge will be charged for rent not received by Management (including mailed-in payments) on or before the fifth (5th) day of the month; a second late charge will be imposed for payments received after the tenth (10th) of the month; and a third late charge will be assessed for payments received after the fifteenth (15th) of the month.
- 2. Payment: All payments and deposits must be made by electronic funds transfer, check, or money order. Cash will not be accepted. Lot rental amount is payable only in UNITED STATES FUNDS. Resident's Homesite Number or Jamaica Bay Address must appear on the check, money order, or bank draft. In the event a personal check is returned not paid for any reason or proceedings are instituted to enforce Management's rights, Management may require that payment of lot rental amount be made by certified funds, a money order, or bank electronic funds transfer only.
- Fees: All fees, charges, and assessments are set forth fully in the Prospectus and rental agreement.
   A charge will be assessed to Resident for any personal check or electronic funds transfer that is not honored for any reason.

#### S. GRIEVANCE PROCEDURE

To facilitate the prompt and equitable resolution of any complaints by Residents, Residents shall follow the following complaint procedure:

- Complaints: All complaints must initially be submitted in writing to Management. Management is required (in accordance with Chapter 723, Florida Statutes) to uniformly enforce the Community's Rental Agreements and Rules and Regulations. Management is required to enforce the Rules and Regulations, unless proper legal grounds warrant a variance being allowed.
- 2. Clarification: Should any Resident disagree with the position taken by Management, especially as to a matter not covered in the Community's present Rules and Regulations and which may need further clarification, such a Resident is requested to prepare a written statement specifically outlining the nature of the complaint and all facts supporting the complaint. This statement should then be mailed to the Community Owner. In the statement, Resident should include their telephone number and homesite number. Community Owner, upon receipt of such statement, will investigate such a complaint (including obtaining legal opinion, if necessary), and Community Owner will reply in writing directly to Resident (with a copy for Management) indicating the company's final position on the matter.

#### T. LIABILITY FOR DAMAGES

Community Owner shall not be liable for any loss of, or damage or injury to, the person or property of Resident or any occupant, guest, or invitee on the premises, caused by any condition of the premises of the Community; any act, fault, or neglect of any Resident or Occupant of the Community, or of any trespasser; fire, water, steam, rain, hail, wind, flood, sewage odors, electrical current, insects, or any Act of God; or theft or embezzlement, unless any of the foregoing was caused by Community Owner's willful misconduct. Resident shall indemnify and hold Community Owner harmless from any loss, cost, damage, or expense arising out of any claim asserted by any person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any occupant of the premises, or of any guest or invitee of any occupant of the Community.

#### U. OTHER

Subject to Section 723.061, Florida Statutes, the Community reserves the right to terminate any Resident's tenancy at the Community together with Resident's home, or any occupant of the home, for any violation of the Community Rules and Regulations, Rental Agreement, or Chapter 723, Florida Statutes.

In the event any Community Rule or Regulation is in conflict with any existing law, the law shall prevail on any such given Rule or Regulation, but all others shall remain in full force and effect.

All the terms and conditions of the Rules and Regulations are specifically incorporated in the Rental Agreement by reference.

Management reserves the exclusive, unrestricted right to grant special exceptions to these Rules and Regulations when, in the exclusive opinion of Management, special circumstances warrant the granting of special exceptions or waiver of a particular provision as it applies to a particular Resident(s), so long as such exception or waiver does not interfere with the general welfare, health, and safety of the other Residents in the Community.

The rights of Management contained herein are cumulative, and failure of Management to exercise any right shall not operate to forfeit any other right of Management. No waiver by Management of any of the Rules and Regulations shall be deemed to imply a further waiver of that or any other Community Rule or Regulation.

Residents are responsible for keeping themselves informed of any noticed changes in these Rules and Regulations. These Rules and Regulations supersede all others.

#### V. COMMUNITY COVENANTS (RULES & REGULATIONS) FOR POOLS

- NO LIFEGUARD ON DUTY. Swim at your own risk.
- NO DIVING.
- Pool depth is measured in feet.
- 4. Running, jumping, skating, horseplay, or any other activity which creates a danger or annoyance on the pool/spa deck or in the pool/spa (including cannon balling) is prohibited.
- 5. No toys allowed in pool or spa. Pneumatic floats or other items of a similar nature, other than swimming aids, are not permitted in the swimming pool.
- 6. Children who are not toilet trained, whether wearing diapers or not, are prohibited from entering the swimming pool.
- 7. One must shower prior to entering the pool. Facilities are provided.
- 8. If suntan oil is used, a beach towel must be used to cover patio furniture.
- No sitting on pool safety rope. Swimming pool safety equipment should be kept in place and shall not be used, except for its intended purposes.
- 10. No animals/pets in pool or spa or on pool/spa deck.
- 11. Beverage or food is not to be consumed in the areas next to the swimming pool, except with the consent of Management. Glass containers are prohibited.
- 12. Swimming in the swimming pool is only permitted during posted hours.

13. Emergency Medical Services-dial 911. • Front Pool: Nearest phone is located in Clubhouse, Fitness Center, and Veranda. Lakeside Pool: Nearest phone is located on the wall at entrance of the pool. 14. Bathing Load - 32 persons at one time at Front Pool Bathing Load - 17 persons at one time at Lakeside Pool 15. Persons seventeen (17) years of age and under must be accompanied by a person age twenty-one (21) or over who is responsible for their behavior. 16. Residents and their Sublessees and Guests are prohibited from bringing persons seventeen (17) years of age and under to the swimming pool and leaving them unattended. 17. All persons using the swimming pool must be in appropriate bathing attire. 18. Smoking of any type, including but not limited to tobacco products whether by pipe, cigar, or cigarette, is not allowed in any community building or pool/spa areas except in designated areas. A person who is the legal responsibility of another is defined as a "Person Requiring Supervision" for purposes of this rule. A Person Requiring Supervision shall not enter the pool/spa or pool/spa patio or deck unless closely supervised by a Supervising Person (i.e., a Resident or some other person who has: (i) the mental and physical capacity to preserve the safety of the Person Requiring Supervision and (ii) the legal capacity to accept responsibility for the actions of the Person Requiring Supervision). This restriction shall not apply to a Person Requiring Supervision if a Supervising Person has provided Management with a written exemption. Any other person, if unable to strongly swim across the pool unassisted, should not enter the pool/spa or pool/spa patio or deck unless such person is wearing an inflated vest or similar equipment and is closely supervised by a Supervising Person. COMMUNITY COVENANTS (RULES & REGULATIONS) FOR SPA l. NO LIFEGUARD ON DUTY. Swim at your own risk. 2. NO DIVING. 3. Temperature of Spa not to exceed 104°F or 40°C. 4. Maximum Use: 15 Minutes 5. Spa depth is measured in feet. One must shower prior to entering Spa. Facilities are provided. 6. Pregnant women, small children, people with health problems, people using alcohol, narcotics, or 7. other drugs that cause drowsiness should not use spa without consulting a doctor. 8. All other pool rules apply to spa.

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and Veranda.

Jamaica Bay Community Covenants -- Page 17 of 19

Emergency Medical Services--dial 911. Nearest phone is located in Clubhouse, Fitness Center,

Bathing Load - 11 persons at one time

#### X. COMMUNITY COVENANTS (RULES & REGULATIONS) FOR BILLIARDS ROOM

- Billiards Room is for Residents and Guests Only.
- 2. Persons seventeen (17) years of age and under must be accompanied by a person age twenty-one (21) or over who is responsible for their behavior.
- 3. NO pets/animals allowed in Billiards Room.
- 4. NO removal of or addition to any existing equipment in the Billiards Room.
- 5. Smoking of any type, including but not limited to tobacco products whether by pipe, cigar, or cigarette, is not allowed in any community building or pool/spa areas except in designated areas.
- 6. If others are waiting to use a pool table, play is limited to one (1) hour.
- 7. Use of the Billiard Room may be blocked for Community tournaments, maintenance, etc. per Management.
- 8. Residents will be held responsible for property damage caused by themselves or their Guests.
- 9. Should any player encounter a problem with the pool table or equipment, please contact the Community Office immediately.

#### Y. COMMUNITY COVENANTS (RULES & REGULATIONS) FOR TENNIS COURTS

- 1. Tennis Courts for Residents & Guests Only.
- 2. Persons seventeen (17) years of age and under must be accompanied by a person age twenty-one (21) or over who is responsible for their behavior.
- 3. Residents are responsible for their Guests.
- 4. Tennis Courts are for tennis only. No other activity is permitted. Bicycles, skateboards, roller skates, roller blades, and the like are not permitted on tennis courts.
- 5. NO pets/animals allowed on tennis courts.
- All players must wear tennis shoes and proper attire. No bathing suits are allowed.
- 7. Use sign-up sheet to reserve court time.
- 8. Time Limit Singles: 1 Hour Doubles: 1½ Hours

#### Z. COMMUNITY COVENANTS (RULES & REGULATIONS) FOR FITNESS CENTER

- 1. Use exercise equipment at your own risk.
- 2. Consult your physician before attempting any exercise program.
- 3. If you feel faint, dizzy, or short of breath while exercising, STOP immediately and SEEK attention.
- 4. Fitness Center is for the use of Jamaica Bay Residents and Guests only.

- 5. Persons seventeen (17) years of age and under must be accompanied by a person age twenty-one (21) or over who is responsible for their behavior.
- 6. Wear proper exercise attire, including footwear. No bathing suits are allowed.
- 7. Please wipe down equipment after each use.

#### AA. COMMUNITY COVENANTS (RULES & REGULATIONS) FOR SAUNA

- 1. Do not use the Sauna alone.
- 2. Persons seventeen (17) years of age and under must be accompanied by a person age twenty-one (21) or over who is responsible for their behavior.
- 3. Saunas expose the users to elevated temperatures. If used improperly or by inappropriate persons, exposure to heat can be harmful to health causing overheating, hyperthermia, and even death. The following guidelines must be followed:
  - Leave Sauna immediately if uncomfortable, dizzy, or sleepy.
  - Staying too long in Sauna can cause overheating and even death.
  - Especially at risk are children under ten (10), the elderly, and those taking alcohol, drugs, and medicine.
  - Check with a doctor before using Sauna if pregnant or under medical care.

EACH RESIDENT ACKNOWLEDGES HAVING BEEN GIVEN AN OPPORTUNITY TO READ ALL THE ABOVE COMMUNITY COVENANTS (RULES AND REGULATIONS), AGREES TO COMPLY WITH EACH, and is in full agreement with these Rules and Regulations being an integral part of the Application for Residency and Rental Agreement between Resident and Community Owner. Resident acknowledges that violations, infractions, breach, or default of these Rules and Regulations will be grounds for termination of Resident's Rental Agreement and eviction from the Community pursuant to Section 723.061, Florida Statutes.

EXECUTED by both parties this day of	, 20
RESIDENT(S): ALL RESIDENTS MUST SIGN	
SIGNATURE	/
	//
SIGNATURE	DATE
SIGNATURE	DATE
COMMUNITY OWNER: JAMAICA BAY	
By:	//