

Rules and Regulations For Venetian Park Estates

Reviewed January 2025

NOTE: If you should receive a letter regarding any of these Rules & Regulations (which happens to the best of us), and you have questions, please call the Office and ask to speak to someone on the Enforcement Committee or the President of the Board of Directors.

COMMUNICATE before Complaining and resolve your issues!
Thank you!

VENETIAN PARK ESTATES, INC.
RULES & REGULATIONS

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I. DEFINITIONS: The terms used in the Rules and Regulations, Articles of Incorporation, Bylaws, and Master Form Proprietary Lease shall be defined in Section 719.103, Florida Statutes and in the Bylaws of the Corporation. If a word is not defined in Section 719.103, Florida Statutes or the Corporation's Bylaws, then the words shall mean as follows:

1.1 "Appurtenances" means any accessory, additions, extras, conveniences or incidentals placed near or on the basic Unit or Mobile Home like a cement carport, a carport covering, attached front planters, shed or utility room, etc.

1.2 "Board" or "Board of Directors" means the Board of Directors or other representative body responsible for administration and operation of the Corporation.

1.3 "Bona Fide Caregiver" means a person engaged to provide care to a Unit Owner who is unable to maintain occupancy of the dwelling unit for health reasons (see RR Article 5.4: Bona Fide Caregivers).

1.4 "Committee" means a group of Directors, Unit Owners, or Directors and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Corporation's budget or take action on behalf of the Board.

1.5 "Common Areas" includes within its meaning the following:

- a. The Cooperative Property which is not included within the Units.
- b. The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Areas.
- c. Any other part of the Cooperative Property designated in the Cooperative Documents as Common Areas.

1.6 "Cooperative" means that form of ownership of real property wherein legal title is vested in the Corporation and the beneficial use is evidenced by an ownership interest in the Corporation (through a 'membership certificate') and a lease or other muniment of title or possession granted by the Corporation as the owner of all the cooperative property. (see BL Article 17.1: Issuance).

1.7 "Cooperative Documents" means: (a) the documents that create the Cooperative as they are amended from time to time, including, but not limited to, the Articles of Incorporation, the Bylaws, the Rules and Regulations and the Master Form Proprietary Lease, and (b) the Membership Certificate which evidences a Unit Owner's membership in the Corporation, and (c) the document recognizing a Unit Owner's title or right of possession to his or her Unit.

1.8 "Cooperative Property" means the lands, leaseholds and personal property owned by the Corporation. (see BL Article 17.1: Issuance).

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1.9 "Construction" means and refers to building, erecting, placing, making, altering, modifying, removing, repairing, deleting or demolishing any improvement or portion of any Unit, including over, upon, connected with, or beneath the surface of a Unit, or excavating, or grading.

1.10 "Corporation" or "Association" means Venetian Park Estates, Inc., a Florida not-for-profit corporation that owns the record interest in the Cooperative Property and that is responsible for the operation and administration of the Cooperative. The Corporation is the landlord to Members, Renters and Residents.

1.11 "Designated Representative" means the person or committee approved for specific actions as the Board of Directors directs.

1.12 "Double-wide" means a mobile home consisting of two units that have been fastened together along their length (**Merriam-Webster.com. 2019**).

1.13 "Emotional Support Animal" means a support animal that provides companionship, relieves loneliness, and sometimes helps with depression, anxiety, and certain phobias, but does not have special training to perform tasks that assist people with disabilities. While **Emotional Support or Comfort Animals** are often used as part of a medical treatment plan as therapy animals, they **are not considered service animals under the ADA.**

1.14 "Fence" means a barrier, railing, upright structure, or foliage enclosing an area of ground to mark a boundary or control access for people or animals. This does not apply to your typical 4 to 6-inch flower garden fencing.

1.15 "Guest" means a visitor of a Residence owned by a member where such occupation is at least one (1) overnight and no more than thirty (30) days in a three hundred sixty-five (365) daytime frame. (*see also RR Article 1.33: Visitor*).

1.16 "Interview" means a scheduled sit-down meeting with a member of the New Resident Committee at the Clubhouse or by phone. The purpose of the Interview is to **a)** verify that the person seeking residency is qualified to reside at VPE; **b)** provide an orientation to the park culture along with its Rules and Regulations and **c)** set up a background check process.

1.17 "Manufactured Home" means the mobile home, appurtenances and fixtures, the use and occupancy of which is allocated exclusively to the Member or Occupant of the Unit.

1.18 "Member" or "Unit Owner" or "Owner of a Unit" or "Lessee" means the person holding a Membership Certificate in the Corporation and a Proprietary Lease,

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or other muniment of title or possession of a Unit that is granted by the Corporation as the owner of the Cooperative Property. (*see BL Article 17.1: Issuance*)

1.19 "Motorized Vehicle" means a self-propelled vehicle not operated upon rails or guideway (such as a car or truck), but not including a boat, trailer or a vehicle classified as recreational vehicle ("RV").

1.20 "Non-Resident Member / Owner" (NRO) means a member of the Venetian Park Estates Cooperative who, while maintaining membership, is permanently living outside the Venetian Park Estates Cooperative.

1.21 "Occupant" shall mean a person or persons living in the 'Unit', other than the Unit Owner thereof.

1.22 "Park" or "Mobile Home Park" means Venetian Park Estates, a Cooperative.

1.23 "Pet" means a dog (dogs at VPE cannot exceed thirty [30] pounds in weight), a cat, a parakeet or fish. Service Animals, Emotional Support Animals and Exotic Species such as parrots, alligators, snakes, arachnids, etc., are not included in this definition.

1.24 "Renter" means a person who sublets a Unit from a Unit Owner in exchange for money, goods, or services.

1.25 "Reside" means any reference in the Cooperative Documents, including the Master Form Proprietary Lease, Bylaws, and Rules and Regulations, to "reside", "permanently reside" or "residing" shall be deemed to mean "occupying" or "occupy" as those terms are used in the Fair Housing Amendments Act of 1988, 42 U.S.C., Sections 3601, et seq., and corresponding Florida Statutes.

1.26 "Residence" means a structure used by a person for human occupancy located within the park.

1.27 "Resident" means any person living within the park. A 'Guest' is not a 'permanent Resident' because guests may only visit a maximum of thirty (30) days within a three hundred sixty-five (365) daytime frame.

1.28 "Service Animal" means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability (*see Title II and Title III of the ADA and FL Statute 413.08*).

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1.29 “Retirement Community” means Venetian Park Estates, Inc. is a community intended and operated as “housing for older persons” within the meaning of the Fair Housing Amendment Act of 1988, 42 U.S.C. Sections 3601, et seq., and Florida statutes. Occupancy of a dwelling unit shall not be permitted unless at least one person in such dwelling (not less than 80% of all dwelling units, as per Chapter 760, Florida Statutes FL State Statutes) shall be fifty-five years of age or older provided, however, all other occupants (excluding “guests”, and “bona fide caregivers” as defined herein) of the dwelling unit must be at least thirty-five (35) years of age. This designation has been granted by the State as the fifty (55) years of age and older exemption. (See BL Article 2.4 Housing for Older Persons; PL para. 15: Use of Premises and RR 5.1 and 5.2; Occupancy and Guests 5.3)

1.30 “Single Family Residential Use” means occupancy by single housekeeping unit composed of : one (1) person; two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood , marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for an adult person residing in the Unit, it being the intention of this provision to prohibit the occupancy of a home by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based on familial status, handicap or other protected classification under the Fair Housing law

1.31 “Unit” means “the designated plot of land” with ‘Unit’ number, as granted through a Proprietary Lease from the Cooperative as part of the Cooperative Property, and improvements on it [water, sewer, electricity and telephone], which is subject to exclusive use and possession by the occupant of the unit. A Unit may be improvements, land, or land and improvements together, as specified in the Cooperative Documents. A ‘Unit’ or a “Lease” is not a “Share” and therefore, “Unit Owners” are not “Shareholders”. They are Leaseholders. *(See PL parag 1 and BL Article 17.1: Issuance).*

1.32 “Vehicle” means every device in, upon, or by which any person or property is or may be transported or driven upon a highway.

1.33 “Visitor” means anyone who visits the home of a member for one (1) to several hours but does not stay overnight. If a ‘visitor’ should stay overnight, then they are considered a ‘guest’ as defined herein and must be registered at the Office at the first available opportunity *(see also RR Article 1.15: Guest).*

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II. THE UNIT, MANUFACTURED HOME and APPURTENANCES:

2.1 The Unit includes the designated plot of land (for which members have a 'Proprietary Lease'), and improvements on it [water, sewer, electricity and telephone], Members enjoy this Unit because they have been interviewed with a background check and have been approved as a Member of the Venetian Park Estates Not-for-profit Corporation with a 'Membership Certificate'.

2.2 General Care. Unit Owners are responsible for the overall appearance of the Unit. The Unit Owner shall keep the entirety of each Unit orderly, neat, clean, sanitary, and free of debris and litter. The Unit Owner shall maintain all structures located on the Unit so there is no mold, mildew or dirt. Each Unit shall have no unsafe or dangerous condition. Trimming, watering, weeding and general care of gutters, planters, shrubs, trees and other vegetation on the Unit are the responsibility of the Unit Owner unless a responsibility of the Corporation.

2.3 Unit Maintenance. With the exception of the installation of new Manufactured Homes, (where the Unit Owner chooses to remove and disengage his/her existing Manufactured Home from all established sewer and water lines), the CPVC water line from the main thru the brass shut off valve at the back of the house along with the lateral sewer lines to the cleanout from the 6" main **are corporate responsibility**. FPL and Comcast are responsible for their lines servicing the Units. Otherwise, the Unit Owner shall be responsible for maintaining, repairing and replacing the entirety of everything within the boundaries of his or her Unit that serves only that Unit, including but not limited to, the Manufactured Home, all improvements located within and on the Manufactured Home and Unit, all 'under-home' plumbing, sewer and water lines, valves, backflow devices and meters serving only that Unit, all HVAC units, lines, cables, electrical boxes, meters and poles serving only that Unit, all sheds, screened-in rooms, carports, lanais, Planters, etc. *(see RR Articles 2.15 Sewer Line Clogging, 2.16 Water Lines, 3.11: Potable Water System and 3.12: Sanitary Sewer System)*.

2.4 Unit Compliance. Manufactured Homes and structures shall comply with all applicable laws, ordinances and regulations of the State of Florida, Sarasota County, and of the Corporation, all as amended from time to time *(see also RR Article 2.11: Compliance and RR Article 14: Compliance, Default & Enforcement)*.

2.5 Modifications to the Unit, its Manufactured Home and/or Structure. The Unit Owner shall not change the color of the mobile home located on the premises, or substantially alter its outward appearance without first having obtained the approval thereof from the Directors. Construction of new structures or physical alterations, additions or improvements to any existing Manufactured Home and/or structure on the Unit shall not commence until the Unit Owner has submitted an official written

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request along with drawings and specifications to the Board (at the Office) and has obtained the Board's written approval prior to commencing any work. After its receipt of an Owner's letter with 'acceptable' drawings and specifications, the Board will take action in writing within 10 (ten) business days. The Unit Owner shall be solely responsible for obtaining any required building or other permits as well as proof of Insurance [Liability and Workman's Comp] from any hired contractors (see RR Article 3.7: Contractors). *(see PL parag. 18: Alterations; RR Articles 2.14: Lattice & Removable Privacy Panels and 3.7: Contractors).*

- a. **Plantings and Personal Property.** Plants, trees or shrubs shall not be removed or planted on the Cooperative Property without the prior written approval of the Board. Letters requesting approval can be submitted at the Office. This provision also applies to all items of personal property, including but not limited to ornaments, and statuary. *(See PL parag. 18: Alterations and RR 2.6a: Plantings).*
- b. **Carports** cannot be used and/or modified to be used as a permanent living or sleeping area. The Board of Directors has the authority to prohibit the storage of items on or within the carport that might be a safety/fire/hurricane hazard *(see also PL parag. 18: Alterations; and RR Articles 2.9-11&12: Info on Carports and Compliance).*
- c. **Window-type air conditioners.** Their use is allowed so long as the noise is not unusually loud, and the air conditioning unit is not visible from the street. The Board of Directors may grant exceptions to this restriction for corner lots and other unique circumstances.
- d. **Off Street Parking.** Alterations, modifications, or additions to the Mobile Home or Unit cannot eliminate 'off-street parking'.

2.6 Landscaping.

- a. **Plantings.** All trees or other plants must have written Board approval prior to the planting. No shrubs, trees or flowers shall be planted so that they extend onto adjoining lots. Where plantings have been made which extend onto adjoining Units and become objectionable, requiring trimming or removal, the owner of objectionable planting shall bear the expense *(see also PL parag. 18: Alterations; and RR 2.5a: Plantings & Personal Property).*
- b. **Trimming.** The Unit Owner is responsible for weeding of the Units' landscaped borders and planters. This includes (1) trimming the bushes around the Unit and mobile home; (2) ensuring that shrubbery, planters, and trees are trimmed and do not obscure the view of traffic nor interfere with weekly mowing; and (3) making arrangements to have weeding completed on the Unit when out of residence for a period greater than thirty (30) days.

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Venetian Park Estates shall trim **Queen and Cabbage** palm trees on a Unit on a scheduled basis as determined by the Board of Directors. **Privately owned trees** will not be trimmed by VPE contractors (*see also RR Article 2.6d: Protective Borders; and Article 3.16c: Under skirting & Edging Blocks*).

- c. **Contractor and Damage.** The Unit Owner is responsible for ensuring that the Unit lawn is free of rocks and debris that could cause damage to lawn mowers during the course of lawn maintenance. (*See RR Article 12: Responsibilities; RR Article 14.3: Negligence or Carelessness of a Member; and BL 11.3: Negligence or Carelessness of a Member*).
- d. **Protective borders:** The Board of Directors recommends the use of 'protective borders' around trailer skirting to prevent damage to the Manufactured Home. The contractor/landscaping company completing the mowing on a Unit and within the Community will be instructed to provide a 6" clearance when trimming Units without a border. While the Landscaper is responsible for damages to property within Venetian Park Estates due to negligence, the Unit owner is responsible for reasonably protecting the vinyl siding on the Manufactured Home, waste cleanout pipes, shut-off valves, and yard ornaments located on the Unit, from damage that could feasibly be caused by landscaping workers providing services to the Unit and the Community. The Board of Directors approves as acceptable, but is not limited to, the following materials to achieve the protection of the aforementioned improvements on the Unit: decorative edging, garden or patio blocks, plastic casings for 'finished' but exposed wires or cables, etc. (*See RR Article 3.16c: Under skirting & Edging Blocks*).
- e. **Invasive Plants.** Invasive plants as identified by Sarasota County are prohibited within Venetian Park Estates. These include but are not limited to Norfolk Island pines, Silk Oaks, Punk, Brazilian Pepper, and Sago palm trees. In addition, Bamboo, Banana trees, or Ficus trees are prohibited.
- f. **Trees.** The planting of trees below utility lines is limited to trees that are no more than fifteen (15') feet in height. Any plantings that fall into an 'easement area' of Venetian Park Estates like that of the Florida Power & Light Co.-FPL on Gondola Drive, may be removed at their discretion. **The planting of fruit trees is prohibited.** Any fruit trees existing on a Unit on the date these Rules and Regulations are adopted is the sole responsibility of the Unit owner to maintain. Unit owners are responsible for ensuring that all fruit that falls from existing fruit trees on Units is promptly removed. Nails, screws, planters, guy wires, etc. cannot be attached to any tree.
- g. **Removal.** No tree may be planted in a manner that would obscure the view

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of traffic within Venetian Park Estates or interfere with weekly mowing. The Board of Directors in their sole discretion is authorized to remove any tree, shrub, bush, foliage, etc. from a Unit if said tree, shrub, bush, or foliage, is obscuring the view of traffic flow within or through Venetian Park Estates or interferes with weekly lawn mowing.

2.7 Damage on a Unit caused by a VPE contractor or employee should be reported to the Park Office or Board of Directors, who will then adjudicate with the responsible party for repair/maintenance of damaged area. Venetian Park Estates is not responsible for payment to any contractor hired by a Unit Owner.

2.8 Trespassing. All persons are prohibited from walking or riding through Unit yards without written permission of the Unit owner/Renter. Exceptions are made for VPE Board Members, its employees and contractors.

2.9 Poor Maintenance. Units not maintained or repaired year-round to the standards outlined here in the whole of RR Article 2, may be maintained or repaired by the Board after a written notice of the specific violation and reasonable opportunity to cure (not less than thirty [30] days) is provided to the Member by the Corporation. Failure to comply after due notice may put the Owner at risk of receiving a fine (*see PL parag 22; RR Article 2.10: Corporation's Right to Remedy Lessee's Default and RR Article 14.8: Fines*).

2.10 Corporation's Right to Remedy a Lessee's Default. If the Member shall fail for thirty (30) days after notice to make repairs or perform maintenance to any part of the Unit or the interior or exterior of the manufactured home situated thereon, its fixtures or equipment, or shall fail to remedy a condition which has become objectionable to the Corporation, the Corporation, though not required, may make such repairs or arrange for others to do the same or remove such objectionable condition or equipment or perform such act, without liability on the Corporation; provided that, if the condition requires prompt action, notice of less than 30 days may be given or, in case of emergency, no notice need be given. In all such cases the Corporation, its agents, servants and contractors shall, as between the Corporation and Member, be conclusively deemed to be acting as agents of the Member and all contracts therefor made by the Corporation shall be so construed whether or not made in the name of the Member (*see PL parag 22: Corporation's Right to Remedy Lessee's Default; RR Article 2.11: Compliance and RR Article 14.1: Violations*).

2.11 Compliance. If a Member shall fail to perform or comply with any of the covenants or provisions of the Cooperative Documents within the time required by a notice from the Corporation (not less than thirty [30] days, except in the case of an emergency), then the Corporation may, but shall not be obligated to, comply therewith, and for such purpose may enter upon the unit of the Member. The

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Corporation shall be entitled to charge the Member all expenses incurred or for which it has contracted hereunder, which charges shall, until paid in full, be a lien against the Member's Unit with the same force and effect as if the charges were a part of the common expenses (*see also RR 2.4: Unit Compliance, and RR Article 14: Compliance, Default & Enforcement*).

2.12 Storage at Unit.

- a. **Open Carport.** Storage on or in the open carports shall be limited to daily used items such as patio furniture and bicycles. No boats or trailers are to be stored in the carport area.
- b. **Appliances** such as a washer, dryer, refrigerator, hot water heater or water softener, etc., shall not be located outside the home or utility shed.
- c. **Screened-in Sections.** Storage in the (closed) screened-in porch or screened-in lanai may include items in general use, such as patio furniture and/or bicycles; however, other items not visible from the street are acceptable.
- d. **Garbage Cans, Lawn Equipment, Recycle Bin.** With reference to (a) above: garbage cans with tight sealing lids may be stored behind or in the utility shed. Tools shall be stored in the utility shed. Lawn equipment and other items of like nature shall be stored in the utility shed or behind it. Recycle bin shall be stored in/or behind the utility shed, or in the rear of the carport out of view from the street.
- e. **Debris.** No bottles, cans, boxes, equipment or debris of any nature shall be Stored on the Unit outside the Manufactured Home, except in an approved enclosure provided in the rear of the utility shed.

2.13 Fences are not permitted anywhere on the Cooperative property, especially the Unit or in any way connected to a mobile home. This provision shall not apply to fences installed by the Corporation (*see RR Article 1.14: Fence*).

2.14 Lattice and removable privacy panels. Installing lattice or privacy panels around the carport requires the written approval of the Board of Directors. Letters requesting approval can be submitted at the Office. After its receipt of 'acceptable' drawings and specifications, the Board will take action in writing within ten (10) business days. (*See PL parag. 18: Alterations and RR Article 2.5: Modifications to Unit*).

2.15 Sewer Line Clogging. Generally, any clogging in the sewer line located underneath the Manufactured Home up to the 'cleanout' is the responsibility of the

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Unit Owner. And generally, any clog beyond the Manufactured Home, past the 'cleanout' is the responsibility of the Association, except as stated in Articles 2.3 Maintenance, 3.11 Potable Water System, and 3.12 Sanitary Sewer System of these Rules and Regulations. **The Unit Owner must use the services of a licensed and insured plumber.** If a Unit Owner does not utilize a plumber that is licensed and insured, then the Unit Owner is responsible for paying for that service, no matter where the clog is located. If a Unit Owner utilizes a plumber that is licensed and insured, then the payment for those services will be made based on the location of the clog as described herein. If the Unit Owner is responsible for the plumber's charges, then those charges will be assessed to the Unit Owner and shall be due and payable with the next monthly maintenance fee.

2.16 Water Lines. Generally, the Corporation is responsible for the water line from the main line to the Unit's shutoff valve except as stated in Articles 2.3 Maintenance, 3.11 Potable Water System, and 3.12 Sanitary Sewer System of these Rules and Regulations. This line and valve will be replaced when it has 'completely failed' by and at the expense of the Corporation. If new lines are put in under the Manufactured Home and the Unit Owner informs the Corporation in advance of the work being done, the line and valve may be replaced at the same time at the Board's discretion based on the advice of a plumber chosen by the Board.

2.17 Watering. Lawns, flowers and shrubs shall be watered by hand-held hoses (while being attended to by the member) or water cans only.

2.18 Departure. Each Member must provide the Office, at the time of departure when their absence from their Unit will be greater than thirty (30) consecutive days, the name and contact information of the person(s) responsible for maintenance, repair, and appearance of the Member's Unit. (*See also RR Article 5.5: Registration and 12.6: Members' Responsibilities*).

Prolonged Absence. Prior to a prolonged absence (ninety [90] days or more), Unit owners, and Renters shall completely empty the carport and outside area of the Unit of all articles, including but not limited to: patio furniture, plants, trash cans, building materials, barbecues, or anything that could be a projectile during a hurricane or high wind event. Articles left on the carport, or outside the Unit may be removed by the Corporation and placed in a storage area. The Corporation is not responsible for loss of or damage to articles left on the carport, or outside the Unit.

2.19 Damage to Cooperative Property. Members shall be responsible for cleaning up any mess or damage they cause to Cooperative Property. If the Member does not promptly and voluntarily clean-up the mess or damage, a quote from a professional service may be obtained by the Board and the expense for the cleanup will be

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assessed against the responsible Member. Payment for the cleanup is required with the next monthly maintenance fee (*see RR Article 4.2: Rental of Facilities, RR Article 14.1: Violations and RR Article 14.8: Fines*).

2.20 Unauthorized Vehicles. No motor vehicle that is unlicensed, non-operable, unregistered or not insured shall be kept in the carport or on the Unit. Failure to remove the Motorized Vehicle after receiving a written notice from the Board shall cause the Motorized Vehicle to be towed or removed at the vehicle owner's expense. The fee for towing or removal shall be due from the Owner with the next monthly maintenance fee. No major vehicle repairs shall be performed at any time in the carports or on the Unit. (*See also RR Articles 7.7: Unauthorized Parking; 7.14: Towing; 7.16 Vehicle Repairs and FL Statute 719.07 on Towing*).

2.21 Carport "Garage" sales are permitted in the Park for Members only. They shall be for no more than a two-day period and one time per year. Approval for carport sales must be obtained in writing from the Board at least ten (10) business days in advance of the sale date. Advertising of such sales outside VPE through public or social media is permitted.

2.22 Clotheslines. Notwithstanding the Florida Statute allowing "energy saving devices" including clotheslines, members of the VPE Corporation shall abide by the following: All clotheslines must be of the folding tree type and must be placed in the rear of the lot. When not in use they must be taken down, and not allowed to be left up overnight. No clotheslines shall be strung in any carports or patios where they may be visible from the street (*See FL Statute 163.04: Energy Saving Devices and Clotheslines*).

2.23 Signs on The Unit.

- a. **Contractor signs,** permit boxes, and other construction related material placed in or on the Unit are permitted as required by the building code. Contractor signs that advertise shall only be placed in the Planter located on the Unit or in the front window of the Manufactured Home. All such advertising material shall be removed within three (3) days after completion.
- b. **One "For Sale" sign** shall be permitted on a home site, which shall not exceed 18" x 24" in size (standard). The Board reserves the right to approve the Sign's appearance and location. "For Sale" signs shall only be placed in the Planter on the Unit or the front window of the Manufactured Home (*see RR Article 10.3: One "For Sale" sign*)
- c. **Political Signs & Flags:** Choosing to enact reasonable time, place, and manner restrictions help mitigate the issues related to political signage [*see Title 4, U.S. Code Chapter 1, Section 8 and U.S. Constitution, First Amendment: Freedom of Speech "regarding private Corporations" and FL SS 720.304(2)*].

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- 1) Only signs or flags shall be placed on a Unit Owner's property and up to 45 days before an election.
- 2) Political signs or flags shall only be placed on a Unit Owner's property.
- 3) No more than one sign or flag per yard.
- 4) Political signs or flags shall adhere to the following:
 - a) Signs shall measure no more than 18" X 24" in size (standard).
 - b) Signs shall be placed only in the planter or the window of a Manufactured Home.
 - c) Signs and flags must be in keeping with professional standards as determined by the Board from time to time.
 - d) Flags shall be no larger than 4 ½ feet by 6 feet and must not obstruct sightlines at driveways or intersections.
- 5) All signs and flags shall be removed within three days after the election.
- 6) Signs or flags shall not contain any profanity.
- 7) Safety is the number one concern.

III. REMOVAL AND INSTALLATION OF NEW MANUFACTURED HOMES ON A UNIT :

For the purposes of this section, a new Manufactured Home will be referred to as the "**Home**"; Members or Unit Owners will be referred to as the "**Applicant**"; the General Contractor will be referred to as the "**Builder**", and the Architectural Review Committee will be referred to as the "**ARC**".

3.1 Application and Approval. No person shall commence any construction activities related to the removal and/or installation of a new Manufactured Home on a Unit until the Application for the Removal and Installation Plan for a New **Home** on a Unit (the "*Removal/Installation Plan*") has been fully completed and the Board of Directors has provided written approval to proceed. The Application for the *Removal/Installation Plan* is available in the Park Office. The *Removal/Installation Plan* shall include the following twelve (12) components and processes (**A through L**):

- a. **Double Wide Homes Preferred.** Absent an irregular shape to a Unit that would not allow for the installation of a Double Wide Manufactured Home on a Unit, only Double Wide Manufactured Homes will be considered by the Board of Directors to be installed on a Unit.
- b. **Contact Information.** Each **Applicant** and **Builder** (General Contractor) shall supply their contact information including the proposed dates for construction, removal and installation of the New Home (**Form 1 of Application: Contact Info and Dates**).

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- c. **Acknowledgment of Compliance and Request for Approval.** Each **Applicant** and **Builder**, in requesting approval for their plan, shall sign a statement acknowledging and promising to comply with the requirements for the removal and installation of new Manufactured Homes at Venetian Park Estates, Inc. **(Form 2 of Application: Compliance and Request for Letter of Approval).**
- d. **Refundable Deposit.** Each applicant shall provide a One-Thousand Dollar (\$1,000.00), refundable deposit with the *Removal/Installation Plan*. The One-Thousand Dollar (\$1,000.00), refundable deposit shall be made payable to Venetian Park Estates, Inc. (see RR Article 3.4 for additional information).
- e. **Builder's/Contractors' Insurance Certificates.** The **Applicant** is responsible to have the **Builder** (General Contractor) and all Sub-Contractors submit to the Office of Venetian Park Estates, Inc. one copy each of the Contractor's Liability and Workman's Comp Insurance Certificates (see RR Articles 2.5: Modifications to the Unit and 3.7: Contractors; VPE Office email is: venetianparkstates@comcast.net).
- f. **Checklist for Submittal of "Removal/Installation Plan".** Each **Applicant** shall submit a *removal/installation plan* containing all items listed on the Checklist for Submittal of Removal/Installation where applicable **(Form 3 of Application: Checklist for Submittal of Removal/Installation Plan).**
- g. **Builder's Floor Plan.** Each **Applicant** shall submit a copy of the **Builder's** new Manufactured Home floor plan in 8½" X 11" format. The floor plan shall include all drawings, specifications and measurements prepared by the **Builder** the **Applicant** is intending to utilize to complete the installation. This information is typically supplied in the **Builder's** Brochure **(Exhibit A of "Removal/Installation Plan").**
- h. **Applicant's Drawing of Lot/Unit Plans and Specifications.** **Applicants** shall submit a 'readable' drawing of their Lot/Unit plan in 8½" X 11" format illustrating how the new **Home** will "fit" on the Lot or Unit. This drawing shall include the new Manufactured Home drawn to scale and all its appurtenances (shed, lanai, carport, sidewalks, HVAC Unit, etc.). The plan shall identify the existing setback measurements from the edge of the roadway, the side and rear setbacks, and shall include the **Home's** length and width, the carport area, shed and square footage of the overall footprint (roof cover) of the new **Home**. This plan shall also identify locations and setbacks of all abutting structures (i.e., nearby mobile homes, carports, utility poles, trees, mailboxes, etc.) on and to the Unit. The proposed new **Home** shall "fit" within the parameters of the specifications as approved by the **ARC**. The

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specifications shall also include placement of utility lines (electric, water, sewer) and their approximate connection points on the Unit and to the Manufactured Home. The **Applicant** may contact the **ARC** for information on the location of water and sewer utilities prior to submitting the application. *(Exhibit B of "Removal/Installation Plan")*.

- i. **Permits.** The **Applicant**, the **Builder**, (General Contractor), and any sub-contractor shall ensure all permits required by any Federal, State, County, or local governmental entity for the removal or installation of a new Manufactured Home have been acquired and submitted to the Board of Directors prior to any work commencing on a Unit.
- j. **Certification Agreement.** The **Applicant**, the **Builder** (General Contractor) hired by the **Applicant** to provide services on the Unit, and the Architectural Review Committee (**ARC**) representative shall execute a Certification Agreement acknowledging and agreeing to comply with all recommendations of the **ARC**, the Cooperative, and any governmental regulations or codes promulgated by the Department of Housing and Urban Development, the State of Florida, Sarasota County, and any other applicable local regulations *(Form 4 of Application: Certification Agreement)*.
- k. **Ten (10) day Response.** The Board of Directors shall endeavor to respond to the **Applicant** within ten (10) days of receipt of the **Applicant's** fully completed "*Removal/Installation Plan*". Once received, the Manager will immediately send a letter to the Applicant regarding the "action taken" with the application. This action will involve the **ARC's** review of the Application and all its requirements in preparation to send their recommendation to the Board. The **ARC** shall either accept the application, reject the application (with explanation), and/or may request additional clarification and/or information while working with the applicant—not to extend beyond thirty [30] days where possible. Failure of the Board of Directors to respond within ten (10) days does not mean the application has been approved. Rather, it means the application is being worked on with the Applicant to move it towards completion. Again, no person shall commence any construction activities related to the installation and/or removal of a Manufactured Home on a Unit until the "*Removal/Installation Plan*" has been fully completed with permits and the Board of Directors has provided written approval to proceed per recommendation of the **ARC**. **(F.S. 719.106(1)(a)3 allows 30 days for a 'substantive response'. RR Article 2.5: Modifications to the Unit—"the Board will 'take action' in writing within 10 (ten) business days", and see RR Article 3.6: Installation Timeline)**.
- l. **Compliance with applicable law.** All removals and installations of Manufactured Homes on a Unit shall be done in compliance with all

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applicable laws, ordinances, and regulations of the Department of Housing and Urban Development, the State of Florida, Sarasota County, and of the Cooperative, all as amended from time to time.

3.2 Letter of Approval and Pre-Installation Clearing Meeting. Once the *"Removal/Installation Plan"* has been approved by the Board of Directors in writing per recommendation of the **ARC**, the **Builder** (General Contractor) and/or **Applicant** shall have a ***pre-installation clearing meeting*** on-site with the **ARC** before installation of the new **Home** begins [see page 8 of Application]. Following the removal of the old **Home**, the new **Home's** lot or Unit shall be 'marked off' with spray paint and the driveway marked as well. This meeting will be to determine which, if any, trees will remain near the home and possibly adjust the location of the home to save trees, protect existing infrastructure (e.g., water or sewer mains, utility poles, etc.) and comply with all setback and separation requirements.

3.3 Post-Installation Inspection. Following the removal of the old Manufactured Home from a Unit and the installation of the new Manufactured Home, the **ARC** shall verify in writing, with actual measurements, that the new Manufactured Home has been placed within the **ARC** approved pre-installation buildable specifications, ensuring that 'as built' all setback requirements and specifications that were approved in the *Removal/Installation Plan* were met. Once the *Post- Installation* inspection is satisfactorily completed, a ***"Statement of Completion" document*** shall be placed in the **Applicant's** file as verified compliance with the pre-installation plan measurements and specifications. Issuance of a 'Statement of Completion' does not release the **Builder** or **Applicant** from any of the liability normally associated with installation and does not limit in any way the implied or actual warranties or liabilities to which the **Builder** or **Applicants** are normally obligated.

3.4 Cost for Application and Pre/Post Inspections. Any costs incurred by the **ARC** during the pre- or post-inspection process shall be borne by the **Applicant** from the \$1,000 deposit. Any damages incurred by the Cooperative during the installation process because of the actions or inactions of the **Applicant** or the **Applicant's** contractor, shall be paid out of the \$1,000.00 deposit. Payment of the \$1,000.00 to the Cooperative for damages is in no way intended to limit and or prohibit the Cooperative from seeking additional damages from the **Applicant** or the **Applicant's** contractor beyond the \$1,000.00 deposit. All Cooperative maintenance issues, non-compliance issues and damage claims of the Cooperative against the **Applicant** or the **Applicant's** contractor caused by the actions or inactions of the **Applicant** or the **Applicant's** contractor during the removal and/or installation shall be resolved and paid before a ***"Statement of Completion" document*** shall be issued to the **Applicant**. The **Applicant** is prohibited from occupying and/or residing in the new

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Manufactured Home until the Statement of Completion has been issued to the **Applicant** in writing.

3.5 Damages. The **Applicant** is jointly and severally liable for any damage caused to Venetian Park Estates property or to any one Member's Unit during removal or installation of a new Manufactured Home by the **Applicant** or the **Applicant's** contractor. If any damage to Cooperative utilities occurs during installation, the **Applicant** shall be jointly and severally liable for any damage caused to Venetian Park Estates property or to any other Member's Unit. The **Applicant** or **Applicant's** contractor shall be responsible for the repairing and/or re-routing of such utilities. Re-routing of utilities shall only be completed with the written consent of the Board of Directors. The repairs and/or re-routing shall be completed with Schedule 40 PVC for sewer lines; PEX and CPVC, or better materials for water lines. All repair work is to be done by a licensed and insured Plumber (*See RR Article 2.19: Damage to Cooperative Property*).

3.6 Installation Timeline. The **Applicant** shall have one hundred twenty (120) days from the receipt of written approval from the Board of Directors in which to ***commence the installation*** of the new Manufactured Home on a Unit, pending the receipt of requested permits. If, after this time, the installation has not commenced and visibly is not 'in process', (e.g., **Builder's** Contract signed; new **Home** purchased, permits requested, etc.) the **Applicant** shall re-apply for approval from the Board of Directors. Installation of the Manufactured Home including all appurtenances and the minimum required landscaping shall be ***completed*** within six (6) months of the commencement date provided in the approval, again, pending the receipt of requested permits, which may prolong the 'window' allowed for installation (*see RR Article 3.1k: Ten [10] Day Response*).

3.7 Contractors. **Applicants** shall only utilize Florida contractors and sub-contractors that are properly and fully licensed and insured for the removal and installation of Manufactured Homes on a Unit in Venetian Park Estates. **Builder's** (General Contractors') and/or sub-contractors' certificates showing proof of Insurance and workers' compensation for every contractor or sub-contractor that **Applicant** or contractors intend to utilize for any phase of the removal or installation of a Manufactured Home on a Unit, shall be supplied to the Board of Directors before any work commences on a Unit (*see RR Articles 2.5: Modifications to the Unit and 3.1e: Builder's/Contractors' Insurance Certificates*).

3.8 Setback and Separation Requirements for New Manufactured Homes. Setback and Separation requirements for new Manufactured Homes shall include but not be limited to the following to comply with Department of Housing and Urban Development, State of Florida, County of Sarasota, and Cooperative, codes, regulations, and restrictions.

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Setback and Separation Requirements In general: No new Manufactured Home or accessory structures including patios and walkways shall be located closer than five feet from any side or rear lot line (Utility Easement Setbacks) nor closer than 10 feet from another **Home** or the front lot lines abutting a street or service driveway (Fire Code Separation). Each new Manufactured Home shall have a minimum of 5 feet of open space on the sides and back of the **Home's** lot lines to allow for free access to all utility lines (see 'Easement contract' with FPL at Office). When **Homes** are 'back-to-back' the rear lot line of each house is the center line between two lots when measured from street to street.

Setback/Separation Requirements in Venetian Park: Read sections a through j. (The **Home** size is determined by setback/separation codes, water/sewer lines and County Codes for maximum Roof footprint and water drainage on the lot).

- a. **Length** of New Home: 36' to 58' where allowable (Per setbacks, sewer/water lines & County Code. This varies on some lots. Homes shall not be installed over the main sewer or water lines without ARC approval).
- b. **Width** of New Home: approximately 24' to 32' where allowable. }
- c. **Width of carport:** 12' to 14' where allowable. }

Total of 46'
- d. **Length of Roof "footprint"** (with roof overhangs): 60' max (when allowable by County code to allow for proper water drainage, etc.)
- e. **Width of Roof "footprint"** (with roof overhangs): 48' max (when allowable by County code to allow for proper water drainage, etc.)
- f. Setback for **Front** of home (from edge of roadway): 10' minimum.
- g. Setback for **Rear** of home: 5' (Back of home shall be 5 feet from center line between two lots when measured from street to street. No two Homes shall have less than ten [10'] feet of separation between them).
- h. Setback for **Sides** of home: 5' minimum for each home [with no less than 10' of separation between].
- i. **Carport Length & its Roof:** Minimum: 36', Maximum: 58'. (As mandated by County Code).
- j. **No HVAC or Awnings** shall cover or invade the 'Easements' established by contract with FPL by more than 18" within or on the perimeter of Venetian Park Estates (see FPL Contract at Office).

3.9 Excavation work. Before any digging and or excavation work takes place on a Unit, the **Builder**, sub-contractor, or **Applicant** shall call Sunshine 811 to ensure proper location of underground utility locations (cable and electric).

3.10 Grading and Drainage. A 'positive finish' or 'crown' grading shall be required both under and around the installation of a new Manufactured Home (per HUD, State and County regulations) to provide for the proper drainage away from the Manufactured Home. However, this drainage shall be made compatible with the surrounding area and shall not cause disruption of drain patterns of nearby Manufactured Homes. All roof gutter downspouts shall be connected underground

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with a 4" drainpipe directed to the street, using protective materials where it meets the street to prevent interference to water flow or damage from landscapers.

3.11 Potable Water System. Notwithstanding the provisions of Articles 2.3 on "Unit Maintenance", 2.15 on "Sewer Line Clogging" and 2.16 on "Water Lines" herein, or any interpretation thereof, once an **Applicant** chooses to remove an existing Manufactured Home and all its water line connections for the purpose of installing a new Manufactured Home, then that **Applicant** is responsible for the cost of re-connecting the water lines of the new Manufactured Home directly to the Park's water main line at its existing tie-in lead. All copper or polybutylene water lines shall be replaced and paid for by the **Applicant** with PEX and CPVC or better off the main to the Manufactured Home and ***pictures of the replacement and 'tie-in' shall be emailed to the VPE Office.*** The **Applicant** shall install One 'brass-ball shut-off valve' on the CPVC line off the main. It shall be placed on the outside wall of the Manufactured Home with CPVC piping where it meets the house two (2) to three (3) feet from the ground. **Applicants** shall utilize a licensed and insured plumber (see RR Article 3.7: Contractors).

3.12 Sanitary Sewer System. Notwithstanding the provisions of Articles 2.3 on "Unit Maintenance", 2.15 on "Sewer Line Clogging" and 2.16 on "Water Lines" herein, or any interpretation thereof, once an **Applicant** chooses to remove an existing Manufactured Home and all its sewer line connections for the purpose of installing a new Manufactured Home, then that **Applicant** is responsible for the cost of re-connecting the sewer line of the new Manufactured Home directly to the Park's sewer main line at its existing tie-in lead. All cast iron sewer lines shall be replaced and paid for by the **Applicant** with Schedule 40 PVC or better and be hooked to the PVC sewer lead off the main. ***Pictures of the replacement and 'tie-in' shall be emailed to the VPE Office.*** A licensed and insured plumber shall install a 'cleanout' the same size as the main servicing the **Home**. It shall be installed where the main sewer leaves the building and shall be accessible without removing skirting or having to enter the space under the home. All work to be completed between the clean-out and the main sewer line shall be completed by a licensed and insured plumber (see RR Article 3.7: Contractors).

3.13 Electrical Hook Ups. All electrical connections and hook ups shall be completed and inspected as required by any local, county, and/or State codes and regulations and is the responsibility of the Unit Owner. All electrical work shall be completed by a licensed and insured electrician (see RR Article 3.7: Contractors).

3.14 Tie Downs are required and shall comply with both State and County Codes.

3.15 Stairs. All regular stairways utilized to access a new home, porch or lanai shall be permanently constructed from cemented blocks and/or 'bonded' bricks.

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3.16 Appurtenances. Newly installed mobile homes must include the following appurtenances within thirty (30) days from the date of installation on the Unit:

- a. A carport with aluminum carport roof at least thirty-six (36) feet long or as mandated by county code.
- b. A utility room or Shed.
- c. Vented **under-skirting** around the perimeter of the Mobile home, protected by decorative **edging blocks** from weed whacking; *(See RR Article 2.6b&d: Trimming & Protective Boarders).*
- d. A planter placed across the front (front being the side of the Mobile home closest to the street and adjacent to the Unit driveway) and attached or adjacent to the mobile home.
- e. Finishing the lawn around the entire Unit with sod or seed, weather permitting.

IV. RECREATIONAL FACILITIES:

4.1 Joint Use. A Member is entitled to joint use and enjoyment of the Common Areas and recreational facilities in common with other Members in accordance with the purposes for which they are intended. No use may hinder or encroach upon the rights of other Members. When a Unit is subleased (rented), the Member's tenant has all use rights in the Cooperative Property and recreational facilities available for use generally by the Member and the Member does not have such rights but may participate as a guest. *(see also RR Article 10.7f: Use of Common Area During Tenancy and FL Statute 719.105[3]).*

4.2 Rental of Facilities. The clubhouse, pool area, and other activity areas are for the mutual use of all Members, Residents, and their authorized Guests, and Member's tenants. Private use of these facilities for other than regular Park functions shall require prior written approval from the Board at least fourteen (14) days in advance and require the payment of a refundable deposit fee to the Corporation. The refundable deposit fee shall be cash, a cashier's check or a money order in the amount of fifty dollars (\$50). This fee may be returned in full or in part after an assessment of any possible damages associated with or caused by the private use of the facility. A request for private use of the park facilities may be granted at the discretion of the Board, provided the intended date and space do not conflict with previous commitments and that such use is an activity consistent with Park policy *(see RR Article 2.19: Damage to Cooperative Property).*

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4.3 Rental Agreement (Rec). The 'Sponsor' of the private event must sign an agreement on a form at the office prepared by the Corporation, accepting full responsibility for any personal injury, liability and/or damages associated with or caused by the private use of the facility. *(See RR Article 12: Responsibilities; RR Article 13.3: Lease Agreement (Storage); RR Article 14.3: Negligence or Carelessness; RR Article 14.7: Loss of Privileges and BL 11.3: Negligence or Carelessness of a Member;).*

4.4 Facility Rules. All members, their guests and renters, if using or reserving any of the recreational facilities on a regular schedule, are required to abide by the following:

- a. **Rules and Privileges.** Rules regarding use of each recreational facility (i.e., the clubhouse, spa, pool and shuffleboard courts) are posted in the respective areas and must be observed and followed by all users of these facilities. Failure to comply with posted rules in any of the recreational facilities, may result in the loss of privileges for use of that facility. *(See RR Article 14.7: Loss of Privileges and 14.8: Fines).*
- b. **Lock and Secure.** Any member or group reserving the clubhouse or using it on a regular basis (i.e., family parties, memorials, card playing, bingo) if their use goes beyond sunset, is required to lock up and secure both the clubhouse and pool area at the close of their functions. A key is not necessary, but one may be signed out at the Office prior to the event.

4.5 Park Equipment. All chairs, tables or any other equipment in the clubhouse are to remain in the clubhouse. At no time will any of this equipment be loaned to any Member or Occupant of the Park or removed from the recreational hall. No Park equipment, including Park vehicles, may be used for personal use. They are solely for Park business.

4.6 Open Times. The pool and spa are available for use from 8:30 a.m. until sunset.

4.7 Incontinence. No person incontinent of bowel or bladder may use the pool or spa.

4.8 Swimming. If a person cannot swim, regardless of age, they must be accompanied in the pool by a person who can swim.

4.9 Spa. No child under thirteen (13) years of age shall be in or around the spa.

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4.10 Age Limit. Anyone under the age of sixteen (16) years of age shall not use the shuffleboard courts, clubhouse, spa or swimming pool unless accompanied by an adult over the age of twenty-one (21).

4.11 Skateboards, rollerblades, and bicycles are prohibited within five feet (5') of the pool, spa, or shuffleboard play courts.

4.12 Bare feet or wet articles of clothing are not permitted in the clubhouse.

4.13 Food and beverages shall be kept in unbreakable containers around the pool and spa areas. Food must be no closer than four (4) feet from the wet deck.

4.14 No Smoking is permitted in or around the clubhouse, shuffleboard courts, spa and swimming pool. A Designated Smoking Area is provided outside the clubhouse.

V. GUESTS, RENTERS AND RESIDENTS:

5.1 Unit Use. A Member shall not permit a Manufactured Home and/or the Unit to be used for any purpose other than as a Single-Family dwelling for the Member or the Member's **immediate** Family. ***Manufactured Homes and Units may not be used for commercial or business purposes.*** Members and their immediate Family members may use the Manufactured Home and/or Unit for a "home office" or for "telecommuting" purposes, provided that such uses are confined solely within the Manufactured Home, cannot be seen, heard or smelled by other residents of the Park; do not involve customers or clients coming onto the Cooperative Property, the posting of any signage in the Manufactured Home and/or Unit, or the Storage of equipment, products, or materials in the Manufactured Home and/or Unit; nor more than two regular deliveries per day of correspondence or similar items from customary delivery services. *(See PL parag. 15: Use of Premises; and RR Article 11.1: No Selling, Soliciting, Peddling;).*

5.2 Occupancy. Venetian Park Estates, Inc. is a community for adult persons fifty-five (55) years of age and older. In no event shall more than two adult persons permanently reside in the Unit without written consent of the Board of Directors, one of whom must be fifty-five (55) years of age, and the other thirty-five (35) years of age (excluding "Bona Fide Caregivers" as defined herein) The Board of Directors has authority to grant exceptions to the foregoing in exceptional cases only, as long as the person is an adult, and Venetian Park Estates does not lose the fifty-five (55) years of age and older exemption. The Owner will pay fifty dollars \$50.00 a month for the third person, residing in the Unit with permission of the Board. *(See also PL para.15: Use of Premises; BL Article 2.4: Housing for Older Persons; RR Article 1.29: Retirement Community and RR Article 1.30: Single Family Resident Use)*

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5.3 Guests. A Manufactured Home may be occupied from time to time by qualifying Guests of the Member as long as such occupancy is not in violation of the applicable zoning laws, building codes or other governing documents of the Corporation. **Occupancy by Guests of the Member shall be for a period not exceeding 30 (thirty) days in a 365 (three hundred sixty-five) day frame. No Guests may occupy the unit unless one or more of the Unit Owners are then in occupancy** or unless consented to in writing by the Board. (see also parag. 15 PL Use of Premises)

5.4 Bona Fide Caregivers. Unit Owners must request from the Board a reasonable accommodation for a medically required caretaker, prior to his or her arrival. Board approval will be contingent upon an interview and background check (*see RR Article 1.3: Bona Fide Caregivers*).

5.5 Registration. *It shall be the responsibility of the Member* to register their Guest, Renter, or Resident along with their Pets immediately at the Corporation's Office in the clubhouse when open during regular office hours. If someone arrives after Office hours, then registration will be done ***immediately after the Office opens*** the next day. All Guests who are eighteen (18) years of age or older, and Renters, or Residents must be registered and produce a valid picture I.D. (driver's license and/or governmental identification card) at the time of registration. (*See also RR Articles 1.15: Guests; 1.33: Visitor; 2.18: Departure, and 12.5: Registration of Guests*).

5.6 Renting. Unit Owners cannot sublease (rent out) their Unit for the first twenty-four (24) months of ownership. Following this time period, Unit Owners must fill out a Rental Application at the Office when planning to rent. All first-time Renters must be interviewed and go through a background check prior to being considered for approval by the Board. Returning Renters are not subject to another interview and background check once they have successfully completed the first one (*see RR Articles 1.24: Renter; 10.1: Sell or Sublet; 10.2: Transfer Fees; 10.5 Rent Delay; 10.6a-j: Disapproval; 10.7a-f: Sub-Leasing*).

5.7 Rules for Guests & Renters. The Unit Owner is responsible for informing each of their Guests, Renters and Residents of the requirements of the Cooperative Documents and all Rules and Regulations and ensuring their compliance.

VI. PETS:

6.1 Domesticated Pets such as a small dog, cat, parakeet or fish are allowed inside a unit. A resident may have one (1) 'small' dog (as defined herein) no more than 30 lbs. in weight, or up to three (3) cats reside in the mobile home. Cats must be confined inside the mobile home at all times. No dog shall be left alone inside or outside the house. Exotic species such as parrots, alligators, snakes, arachnids, etc.,

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are not permitted. Permission for any other animals must be requested in writing and approved by the Board of Directors. Pet owners are VENETIAN PARK ESTATES, INC. RULES & REGULATIONS Revised to January 15, 2020 20 responsible for obtaining and maintaining all licenses, permits, vaccinations, and inoculations for their Pet required by any entity, including but not limited to, the State of Florida and County of Sarasota. 6.2 Pets outside the home. All Pets must be attended and leashed at all time

6.2 Pets outside the home. All Pets must be attended and leashed at all times when outside the mobile Home. **No 'Pets' (as defined herein) are allowed inside the Clubhouse at any time with the sole exception of "Service Animals"** which are not considered "Pets" as defined herein. Emotional Support Animals are not Service Animals (*see also RR Article 6.4: Service Animals*).

6.3 Pet waste. All feces must be collected by the responsible person accompanying the Pet and properly and promptly disposed of in the Pet owner's trash receptacle. Soiled and used cat litter should NOT be flushed down a toilet or sink of a mobile home, but instead should be 'independently packaged' and placed with the weekly garbage pick-up. Pet Owners shall not allow their pets to urinate on personal items left out on a neighbor's property (i.e., chairs, bicycles, toys, tools, trash cans, etc.).

6.4 Service Animals only (as defined herein) are allowed at the Clubhouse and on the pool deck but are not permitted in the pool water (*see also RR Article 6.2: Pets Outside the Home*).

6.5 Pet Nuisance. It is the Association's position that the state, county, and city law enforcement and/or animal control are the authority on whether a Pet should be deemed a danger and/or nuisance to the Member, Families, and Guests of the Park. The Association shall defer to state, county, and city law enforcement and/or animal control to determine whether a Pet should be removed from the park and/or destroyed. **Members are asked to call law enforcement or animal control regarding nuisance issues.**

6.6 Liability. The Member and/or Renter assumes full responsibility and liability for any and all personal injuries and personal or property damage caused by or resulting from a Pet or any animal staying at the Member's residence. The Corporation is not responsible for any personal injuries, liability or damage arising or resulting from allowing a Pet to reside in the park.

6.7 Guests with a dog shall be allowed to bring their dog for the time they stay at VPE as a guest. Only one (1) 'guest dog' is permitted in the mobile home at a time. ***All Owners are required to register both their guests and Pets at the office.*** Guests

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must present a photo I.D. at registration. **Guests' dogs are not to be left alone at the house** and must be leashed and attended when outside (*see RR Article 5.3 Guests re: timeframe for Guests and RR Article 6.1: Domesticated Pets*).

6.8 Compliance. The Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals.

VII. VEHICLES:

7.1 VPE Stickers. Every Motorized Vehicle of a Member, Renter or Resident shall display a permanent "VPE sticker" or a hanging "VPE tag" for 'convertibles' in the location designated by the Board. "Stickers" and "tags" may be obtained through the park Office. **All overnight Guests shall display a hanging "VPE tag" in their Motorized Vehicle while visiting in the park.** Second and subsequent permanent "VPE stickers" must be purchased at the park Office. Motorized Vehicles without "VPE stickers" or "tags" may be subject to being Towed (*see RR Article 7.14: Towing; and FL Statute 715.07 on Towing*).

7.2 Speed Limits. All motorized Vehicles shall not exceed a speed of 15 miles per hour, with exceptions being made for fire trucks and ambulances or other emergency vehicles.

7.3 Exhaust. All Vehicles are required to have a non-noise making and up to date exhaust system.

7.4 Golf carts and motorized wheelchairs may be operated by Members or Residents of the Park in a safe manner, obeying all traffic rules. No person under 16 years of age shall operate a golf cart. Golf carts operated after dark shall be 'street legal' and motorized wheelchairs shall be equipped with sufficient lighting at night.

7.5 Construction, service and delivery Vehicles shall be exempt from the above provision in RR Article 7.1 during daylight hours for such period of time as reasonably necessary to provide a specific service to a member or his/her home, or to make a delivery to a Unit. The Board of Directors has the discretion to allow a construction Vehicle to park overnight if presented with a demonstrated necessity for such an allowance.

7.6 Sales of Motorized Vehicles and other Vehicles within the Park are permitted if said Motorized Vehicle or Vehicles are in the Unit Owner's carport. No other location within the park shall be used for selling a Motorized or other Vehicle.

7.7 Unauthorized Parking. The parking of any of the following belonging to Members and/or their guests and visitors anywhere in the park is strictly prohibited:

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commercial Vehicles or equipment, recreational Vehicles (RV's), boats and other watercraft, trailers, campers, go-carts, stored Vehicles or unlicensed, non-operable, unregistered or not insured Vehicles. The Park Storage Area is an exception based on Board approval. However, Members with RV's may request permission in writing from the Board to park their RV in the grass south of the Clubhouse main entrance for a limited time (1-2 days max) only for packing and preparation for travel. ***Failure to remove the Motorized Vehicle after receiving a written notice from the Board shall cause the Motorized Vehicle to be towed or removed at the Vehicle owner's expense.*** The fee for towing or removal shall be paid to the towing company. *(See also RR Articles 2.20: Unauthorized Vehicles; 7.14: Towing; 13.2: Maintenance Area Storage Guidelines and FL Statute 715.07 on Towing).*

7.8 Carport Parking Limits. Due to the limited availability of parking, Members, Renters and Residents are limited to two (2) Motorized Vehicles at any one time within the park, unless the Unit driveway is built to accommodate additional Vehicles. Overnight Guest is limited to one (1) Motorized Vehicle and must park in the carport when possible. Members, Renters and Residents shall utilize their respective Unit carport before utilizing any other parking area or space in the park. *(See RR Articles 2.20: Unauthorized Vehicles; 7.11: Clubhouse Parking Stalls; 7.12: Clubhouse Parking on Grass; 7.14: Towing; & FL Statute 715.07 on Towing).*

7.9 Unit Parking. Guests are permitted to park in front of a Member's Unit only from 6 am to 12 am. Overnight parking on the street is prohibited by anyone. Guests may use the Clubhouse parking stalls only after the Unit Member's carport is filled. *(See RR Articles 7.11 & 7.12: Clubhouse Parking).*

7.10 No Parking on Grass. Parking on the grass at any location in the park is prohibited, unless as otherwise provided for in the Rules & Regulations. *(See RR Articles 7.11 & 7.12: Clubhouse Parking).*

7.11 Clubhouse Parking Stalls. Parking stalls located to the east and south of the swimming pool area shall be available for overnight guests and for Unit Member's with no space in their carports. Each Unit Member's carport must be used first before parking overnight at the Clubhouse or at a neighbor's carport.

7.12 Clubhouse Parking on the grass is permitted between the Clubhouse Facility and Federal Hwy. 41 and south of the Clubhouse Facility during the limited time of an event at the Clubhouse. All other parking needs must receive permission from an Officer of the Board of Directors.

7.13 Parking at a Neighbor's Carport. Before parking a Motorized Vehicle in a neighbor's carport, permission must be obtained from the Member in writing with a copy filed with the park office. This permission may be submitted to the office by written letter or by email.

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7.14 Violation of Parking (Towing). In addition to the imposition of a fine pursuant to Chapter 719, Florida Statutes, a storage item or Vehicle parked in violation of these Rules and Regulations or other restrictions contained herein may be towed or removed by the Corporation at the sole expense of the Unit owner/Renter/Resident and/or owner of such storage item or Vehicle if such item or Vehicle remains in violation for a period of 48 hours from the time a notice of violation is placed on the storage item or Vehicle and/or a letter is delivered to the owner. The Corporation shall not be liable to the Unit Owner/Renter/Resident and/or owner of such storage item or Vehicle for trespass, conversion or otherwise, nor guilty of a criminal act, by reason of such towing or removing, and once the notice is posted, neither its removal, nor failure of the Unit Owner/Renter/Resident and/or owner to receive it for another reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. (*See also RR Article 2.20: Unauthorized Vehicles; 7.7: Unauthorized Parking; and FL Statute 715.07 on Towing*).

7.15 Access to Carports and Mailboxes. No one shall park on the street 'directly' across from a carport inhibiting another member's access to his/her carport. Similarly, no one shall park in front of someone's mailbox(es) thus inhibiting the delivery of mail between the hours of 11 AM and 4 PM. Courtesy is expected in all cases.

7.16 Vehicle Repairs: No Vehicle shall have major repairs or ongoing regular maintenance such as: oil changes, radiator flushing etc. within the park unless prior approval of the Board has been given in writing (*see RR Article 2.20: Unauthorized Vehicles*).

VIII. REFUSE:

8.1 Trash Placement & Timing. All garbage and Refuse must be placed in tightly secured plastic bags or stored in tightfitting lid garbage cans and placed next to the street no earlier than the day before trash pickup. Trash containers shall be removed promptly, along with any debris, after collection.

- a. **No Burning** of trash, leaves or refuse material is permitted in the park.
- b. **No Dumping.** No one shall dump refuse, trash or waste materials in any area of the park.

IX. MAILBOXES:

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9.1 Purchase. Members and Residents are responsible for the purchase, maintenance, repair and replacement of their mailbox and stand.

9.2 Standards & Requirements. All mailboxes and stands must comply with U.S. Postal Service standards and requirements. No lamppost, mailbox, paper box, or receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected on any lot unless and until the size, location, design, and type of material for such lamppost, box, or receptacle shall have been approved by the Board of Directors. The Board of Directors may require the use of standard lampposts and mailboxes on all lots.

X. RE-SALE OR SUBLETTING:

10.1 Sell or Sublet. A Member may only sell or sublet their Residence in conformity with the requirements of the Governing Documents of the VPE Corporation, including these Rules and Regulations. Members may obtain a "Requirements for Sale" document or a Renter's Application at the Park Office. A Member may only sublet the Unit one time from October 1st through September 30th. A Member shall not sublet the Unit without written consent of the Board. Any subletting without the Board's consent shall be void and constitute a default by the Member under the Cooperative Documents.

10.2 Transfer fees. A Member shall pay a fee to the Corporation per applicant in connection with the sale, mortgage, lease, sublease, or other transfer of a Unit per FL Statute 719. This fee shall not exceed the maximum amount permitted by law (currently \$100.00). A husband/wife or parent/dependent child shall be considered one applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. *(see RR Article 10.7b: Application fee)*

10.3 One "For Sale" sign shall be permitted on a home site, which shall not exceed 18" x 14" in size. The sign must be in keeping with professional standards as determined by the Board from time to time. The Board reserves the right to approve the Sign's appearance and location. **The "For Sale" sign must only be placed in the planter or the window** *(see RR Article 2.23: Signs on the Unit).*

10.4 Transfer of membership and Purchase of Lease. The Transfer or approval of a Membership and the purchase of Lease is contingent on the successful completion of an interview and background check. Should any approved person desire to secure a membership in the Corporation and enter into a Proprietary Lease for the property upon which a Residence is situated, said person may secure such Membership, and

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purchase a Lease on the terms and conditions established from time to time by the Board.

10.5 Rent Delay. No Member shall sublet (rent) their Unit until 24 months after the date of the purchase (*see RR Article 10.7: Subleasing*).

10.6 Disapproval of membership transfers, the continuation of ownership through gift, devise, inheritance or familial transfer, or sublease of a Unit shall be made by the Board of Directors upon the following grounds, which, shall be deemed to constitute “**good cause**” for disapproval:

- c. The Unit Owner is delinquent in the payment of any monetary obligation to the Association at the time the lease application is considered.
- d. The Unit Owner has a history of leasing his or her Unit without obtaining the prior written approval of the Association or leasing to troublesome lessee and/or refusing to control or accept responsibility for the occupancy of the Unit.
- e. The real estate company or rental agent handling the leasing transaction on behalf of the Unit Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees or entering into leases without prior Association approval.
- f. The application on its face indicates that the person seeking approval (which shall include all proposed Occupants) intends to conduct himself or herself in a manner inconsistent with the covenants, rules and restrictions applicable to the Cooperative.
- g. The prospective lessee (which shall include all proposed Occupants) has been designated by a court as a sexual predator or sexual offender, been convicted of the manufacture or distribution of a controlled substance as defined under the Federal Controlled Substances Act, or been convicted of a felony crime involving violence to persons or damage to property. For purposes of applying the foregoing factors, arrests shall not be considered, nor misdemeanor offenses, and the nature, severity and recency of the crime shall be considered as well as to what the convicted person has done since a conviction. The Association may disregard a conviction if the facts warrant it.
- h. The prospective lessee (which shall include all proposed Occupants) has a history of conduct which evidences disregard for the rights and property of others.

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- i. The prospective lessee (which shall include all proposed Occupants), during previous occupancy in this Cooperative or elsewhere, has evidenced an attitude of disregard for the Association covenants, rules or restrictions.
- j. The prospective lessee gives false or incomplete information to the Board of Directors as part of the application procedure, or the required transfer fees and/or security deposit are not paid; or
- k. The Unit Owner fails to give proper and timely notice of the intention to lease the Unit Owner's Unit to the Board of Directors.
- l. The Association shall have neither a duty to provide an alternative purchaser nor shall it assume any responsibility for the denial of a sale or other transfer application if any denial is based on "**good cause**".

10.7 Subleasing. Only entire Units may be subleased. No Unit shall be subleased without the Member thereof first receiving the written consent of the Board of Directors. No Member shall sublease their Unit until twenty-four (24) months after the date of the issuance of their membership certificate. The application for approval of the Board of Directors shall be on such forms as may be promulgated by the Corporation, with such information as the Board of Directors may require. The Corporation shall require a prospective Tenant and each proposed Occupant to submit to an interview and a background check. The submission of an application to the Board of Directors shall constitute a warranty and representation by the Member that the proposed transaction is bona fide in all respects. Any sublease of a Unit shall be subject to the following:

- a. **Form Lease.** The Corporation, through its Board of Directors, may promulgate, and require use of, a uniform form of lease for any sublease of a Unit.
- b. **Application Fee and Security Deposit.** The Corporation may charge an application fee in the maximum amount allowed by law in connection with the sublease of a Unit by a Member. Presently, the application fee shall not exceed the allowable limits by law (currently \$100.00). However, if a sublease is a renewal of a lease with the same Tenant(s), no charge shall be made. The Corporation may require a prospective Tenant to place a security deposit, in an amount not to exceed the equivalent of one month's rent, into an escrow account maintained by the Corporation. The security deposit shall protect against damage to the Common Area or any charges associated with violations of the Rules, Bylaws, Articles of Incorporation, or Master Form Proprietary Lease. Payment of interest claims against the deposit, refunds

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and disputes involving the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes. (*see Article 10.2: Transfer fees*).

- c. **Tenant Approval.** Approval of a proposed Tenant shall be delivered to the Member proposing such transaction in writing or by phone within thirty (30) calendar days after the Corporation's receipt of a completed application, application fee, interview and background check. As a condition of approval of a Tenant, the Corporation may require the Member to assign the Member's right to collect the Unit's rental proceeds to the Corporation in the event the Owner becomes delinquent in timely paying any Assessments or other monetary obligations or charges due the Corporation.
- d. **Tenant Disapproval.** In the event the Board of Directors disapproves a proposed Tenant for **Good Cause** as defined in Article 10.6.a-j herein, the Board of Directors shall deliver such disapproval in writing to the Subject Member within thirty (30) calendar days after the Corporation's receipt of an application therefrom. Such disapproval shall be without prejudice to the Member submitting to the Board of Directors a proposed lease for another proposed Tenant (*see RR Article 16.1: Fairness & Non-Discrimination*).
- e. **Occupancy Violation.** In the event of a Unit occupancy contrary to the provisions of the Rules, Bylaws, Articles of Incorporation, and Master Form Proprietary Lease, or the violation by a Tenant, Guest, or Invitee of any provision of the Rules, Bylaws, Articles of Incorporation, and Master Form Proprietary Lease, the Board of Directors, after not less than twenty (30) days after the mailing of notice by electronic, certified or registered letter to the Member leasing the Unit, with a copy to the offending party, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the Member to evict such Tenant, Guest, or Invitee and in such event the Member shall pay to the Corporation all costs and attorney's fees incurred by the Corporation incident to the eviction. Every sublease of a Unit shall specifically provide, or if it does not shall be automatically deemed to provide, that a material condition of the sublease shall be the Tenant's, and each Guest's and Invitee's, full compliance with the Rules, Bylaws, Articles of Incorporation, and Master Form Proprietary Lease. The Member Shall be jointly and severally liable with his or her Tenant, Guest, and Invitee to the Corporation for any and all damages to the Common Area caused by the acts or omissions of his or her Tenant, Guest, or Invitee as determined in the discretion of the Board of Directors.
- f. **Use of Common Area During Tenancy.** When a Unit is occupied by a Tenant, Guest or Invitee in the absence of the Member, the Member may not

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use the Common Area and facilities thereon except as a guest, but during that time the Common Area and facilities thereon may only be used by the Tenant, Guest or Invitee. When a Unit is unoccupied, the Member may use the Common Area and facilities but may permit another person to use the Common Areas and facilities only when accompanied by the Member. Nothing in this Section shall interfere with the access rights of the Member as a landlord pursuant to Chapter 83, Florida Statutes. Each Member agrees to indemnify, defend and hold harmless the Corporation from and against any claim, cause of action or demand arising out the use of the Common Area or facilities thereon by such Member's Family, Tenant, Guest, or Invitee (*see also RR Article 4.1: Joint Use and FL Statute 719.105[3]*).

10.8 Assignment Rents. In order to ensure the timely and complete payment of all Assessments, or other applicable charges, all Members subleasing their Units irrevocably assign to the Corporation the right to collect rent payments from any Tenant as further provided herein, until all monies owed the Corporation are paid in full. To the extent the Board of Directors requests it, the Member shall execute a separate assignment of rents agreement as a condition precedent to subleasing a Unit.

- a. **Application of Rents.** All rents collected by the Corporation from a sublease or an assignment shall be applied first to past due interest, late fees and costs, attorney's fees, and then to any delinquent Assessments or charge in order of the earliest in time until all monetary obligations due the Association are paid in full. Any funds that may be collected by the Corporation in excess of the Member's obligation shall be remitted to the Member by the Corporation within a reasonable amount of time.
- b. **Association as Agent.** Each Member assigns to the Corporation the right to take legal action against any Tenant for the non-payment of rents to the Association pursuant to the assignment of rent authority provided herein, including the right to terminate the sublease and evict the Tenant and all occupants. The Corporation shall enjoy all rights and privileges enjoyed by the member under applicable landlord/tenant law but shall not be considered a landlord under chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes.

XI. ACTIVITY WITHIN OR ON PARK PROPERTY:

11.1 No Selling, soliciting, peddling or any business or commercial enterprise within the Cooperative Property is permitted except as may be approved in writing by the Board. This restriction shall not apply to the Corporation given its duties and obligations under the Cooperative Documents. (*See RR Article 5.1: Unit Use and PL parag. 15: Use of Premises*).

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11.2 Excessive Noise. Members, Residents, Occupants, Tenants and Guests shall not play any radios, television sets, stereos, record players, blue tooth speakers, computers, musical instruments, etc. in a loud manner so as to create a disturbance to neighbors or make any excessive noise at any time to annoy other residents of the park. **Owners are encouraged to call Law Enforcement for noise nuisance.**

11.3 Power Equipment. No power equipment shall be operated by residents prior to 8:00a.m. or after 8:00p.m. Regular maintenance and emergencies declared by management or County officials are exempt from this provision.

11.4 Police Reports. Unit Owners and Residents are encouraged to promptly report vandalism, theft, or criminal conduct involving private or Park property first to the Sarasota County Sheriff and then to the Corporation and its Board of Directors.

11.5 Complaints Regarding Violations of the Governing Documents and Rules and Regulations:

- a. **Filing a Complaint.** A person wishing to file a complaint can utilize the form located just outside the Cooperative office.
- b. **Submit at Office.** The person shall endeavor to complete the form in its entirety. All complaints must be filed on the official complaint form and signed before being submitted to the office.
- c. **Criteria.** The complaint should be pertinent to safety, health, or rules/regulation violations and **must be signed** by the 'Complainant'.
- d. **Board Response.** Within ten (10) days after receipt of a complaint, the Board of Directors shall acknowledge the receipt of the complaint in writing and notify the person making the complaint whether the complaint is within the jurisdiction of the Board of Directors to address.

XII. RESPONSIBILITIES:

12.1 The Corporation shall not be responsible for personal injuries, loss or damage caused by fire, theft or act of nature to any structure or property located within the park boundaries. The Corporation will not be responsible for supplies or equipment at or around the clubhouse for private use.

12.2 The Corporation shall not be liable for accident or injury to any person or property through the use of the recreation facilities. Members and their Guest(s)

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avail themselves of these facilities at their own risk and assume liability for physical damage or personal injury caused by such use.

12.3 Members shall be liable for the payment of rent and assessments for upkeep and maintenance of the corporate property (monthly maintenance fee), including, but not limited to, mortgage payments, maintenance taxes, insurance, repairs betterments, and utilities, and the salaries of the manager and other employees and other operating costs and operating items (*see Florida Statute 719.108 and PL parag. 2B&C*).

12.4 Members shall be responsible and reimburse the Park for damages caused by the Member's family, guests, agents, and any other person the Member has invited into the Park. (*See RR Articles 4.3: Rental Agreement (Rec) and 13.3: Lease Agreement (Storage); RR Article 14.3 and BL Article 11.3: Negligence or Carelessness of a Member; RR Article 14.7 Loss of Privileges*).

12.5 Members shall be responsible for **REGISTRATION** of all Guests, Renters, and Residents and their dogs immediately upon entering the Park when the Office is open (*See also RR Article 5.5: Registration*).

12.6 Members must provide the Office, at the **TIME OF DEPARTURE** when their absence from their Unit will be greater than thirty (30) consecutive days, the name and contact information of the person(s) responsible for maintenance, repair, and appearance of the Member's Unit (*See also RR Article 2.18: Departure*).

XIII. MAINTENANCE AREA STORAGE GUIDELINES:

13.1 Limited storage will continue to be provided by the Corporation for Members or Renters, as provided herein, according to the terms outlined in the VPE Storage Lease (*see RR Article 4.1: Joint Use; RR Article 10.7f: Use of Common Areas during Tenancy, and FS 719.105.3 on Joint Use*).

13.2 The intent of this procedure is to provide space for utility trailers (no larger than 10' in length), boat trailers (no longer than 25') and 'pop-up' campers. Motor homes and RVs will not be permitted. No Motorized Vehicles will be permitted in the storage yard/area (*see RR Articles 2.20 Unauthorized Vehicles & 7.7: Unauthorized Parking*).

13.3 Lease Agreement (Storage). The Member must sign a Lease Agreement on a form prepared by the Corporation, accepting full responsibility for any personal injury, liability and/or damages associated with or caused by the private use of the facility. (*See RR Article 4.3: Rental Agreement (Rec); RR Article 12: Responsibilities; RR Article 14.3 and BL Article 11.3: Negligence or Carelessness of a Member; RR Article 14.7 Loss of Privileges*).

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13.4 Leasing Fees (Storage) will be charged by the Corporation at twenty-five dollars (\$25) per month, payable on the first of the month at the Office. Failure to remit payment in a timely manner may put your storage space at risk. A Member's space will be retained only as long as rental fees are up to date. Renters may be eligible for storage only while they are actively renting (*see also RR Articles 13.9: Member/Renter Time Requirement; 13.12: Wait List; & 13.13: Continuity*).

13.5 Capacity. No more than **one item per Membership Certificate** shall be stored in the yard.

13.6 Indemnify. Members using the yard shall not hold the Corporation liable for any damage, loss or theft to their personal property.

13.7 Liability. Members or Renters using the yard shall be liable for any damage to the Corporation's property and shall be liable if they cause any damage to another's property legally stored in the yard.

13.8 Keys will be issued at the Office to those Members or Renters who have qualified to lease space in the park storage area per the Lease agreement. Keys must be relinquished if there is sufficient reason to do so. Renters must return their keys to the Office upon the end of their 'seasonal sublease'.

13.9 Member/Renter Time Requirement. The Member or Renter using the yard for storage shall be a live-in Resident for at least three (3) months of the seasonal year (the seasonal year being defined as October 1 through September 30). Members who vacate their space for a short term (e.g., while up north), can only retain that space by paying their monthly fee even while the space is vacated. Renters may be eligible for storage only while they are actively renting. (*see RR Articles 2.12a: Storage on Open Carport; 2.20: Unauthorized Vehicles & 7.7: Unauthorized Parking*).

13.10 Non-residents. A non-resident Member (as defined by the Board) shall not be permitted to store any item in the yard.

13.11 Time of Access. The Member shall access the yard only between the hours of 6 am and 9 pm and shall make every effort to not disturb the neighboring Units at any time with excessive noise. Routine maintenance shall be performed at the Member's home. This includes the flushing of engine cooling systems.

13.12 Wait List. Any qualifying Member or Renter who desires a space in the storage area will be required to put their name on a waiting list at the Office. If a space should open up, the first person on the wait list will be notified. Members or Renters who are on the wait list shall make use of that space and pay the rental fee within thirty (30)

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days or the next person on the list will be awarded the space (*see RR Article 13.9: Member/Renter Time Requirement*).

13.13 Continuity. Once a qualifying Member or Renter secures a space, they will be allowed to keep the space as long as they continue to use it on a consistent basis and rental fees are up to date (e.g., paid monthly). Renters must vacate their space once their 'seasonal rental period' comes to a close. Once a space is vacated for any reason and the rental fee is not paid in a timely manner, that space will be considered 'open' to those Members and Renters on the wait list in the order of 'sign-up'.

13.14 Amendments. The Board, at its discretion, may change these guidelines at any time.

13.15 Privileges. The Board may also revoke storage privileges for any Member or Renter if there is sufficient reason to do so (*see also RR Article 14.7: Loss of Privileges*).

13.16 Stored Items. All items stored at the Park Storage area must be roadworthy and registered properly.

XIV. COMPLIANCE DEFAULT AND ENFORCEMENT PURSUANT TO CHAPTER 719.00 FLORIDA STATUTES:

14.1 Violations. In the event of a violation (other than the non-payment of an assessment) by a Member or Occupant of a Unit of any of the provisions of these Rules and Regulations, Bylaws, the Proprietary Lease or the AoI, the Corporation, by direction of its Board of Directors, shall notify the Member of said breach by written notice, transmitted to the Member at his/her/its unit by certified mail. If such violation shall continue for a period of thirty (30) days from the date of mailing of the notice, the Park shall have the right to treat such violation as an intentional, material breach of the Rules and Regulations, Bylaws, the Proprietary Lease or the AoI and the Park shall then, at its option, have the following elections: (*See also BL Articles 11.1—Violations and 11.5—Fines, RR Article 2.4: Unit Compliance, RR Article 2.10: Corporation's Right to Remedy a Lessee's Default, RR Article 2.11: Compliance, and RR Article 2.19 Damage to Cooperative Property*).

- a. To commence an action in equity to enforce performance on the part of the Member, including 'Loss of Privileges' and 'Fines' (*see RR Articles 14.7: Loss of Privileges & 14.8 Fines*); or
- b. To commence an action at law to recover its damages; or

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- c. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

14.2 Defaults. In the event a member does not pay any fees, sums, charges, Common Expenses or Assessments required to be paid to the park within ten (10) days from the due date, the Park, acting on its own behalf or through its Board of Directors or manager acting on its own behalf of the Corporation, may foreclose the lien encumbering the Unit created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed pursuant to Section 719.108, Florida Statutes. The Park shall be entitled to the appointment of a receiver if it so requests. The Park shall have the right to bid-in the Unit at a foreclosure sale and to acquire, hold, sublet, mortgage and convey the same. In lieu of foreclosing its lien, the Park may, through its Board of Directors, bring suit to recover a money judgment for any fees, sums, charges, Common Expenses, or Assessments require to be paid to the park without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the park against a Member, the losing party shall pay the costs thereof, together with a reasonable attorney's fee.

14.3 Negligence or Carelessness of a Member. A Member shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, or by that of any Member of his/her family, or his/her guests, Residents, Occupants, employees, invitees, agents or tenants. A Member shall pay the Park the amount of any increase in its insurance premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Areas, by the Member, a member of his/her family, or his/her guests, employees, invitees, agents or tenants. *(See RR Articles 4.3 Rental Agreement (Rec); 13.3: Lease Agreement (Storage); 12: Responsibilities; 14.7 Loss of Privileges and BL Article 11.3: Negligence or Carelessness of a Member).*

14.4 Election of Remedies. All rights, remedies and privileges granted to the park or a Member pursuant to any terms, provisions, covenants or conditions of the park documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the park governing documents.

14.5 Costs and Attorneys' Fees. In any proceeding arising out of an alleged failure or refusal of a Member to comply with the requirements of the Cooperative Act, the Master Form Proprietary Lease, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees and costs incurred in or incident to any pretrial, mediation, arbitration, trial and appeal.

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14.6 No Waiver of Rights. The failure of the Park or any Member to enforce any covenant, restriction or other provision of the Cooperative Act, the Master Form Proprietary Lease, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14.7 Loss of Privileges. The Board may suspend, for a reasonable period of time, the right of a Member, or a group of Members, or a Member's tenant, guest, or invitee, to use the Common Areas, common facilities, or any other Park property for failure to comply with any provision of the Park documents or reasonable Rules and Regulations of the Park. This paragraph does not apply to limited common elements intended to be used only by that Unit, Common Areas needed to access the Unit, utility services provided to the Unit, or parking spaces.

14.8 Fines. In addition to other remedies provided to the Park for enforcement of the governing documents, Rules and Regulations, the Park, may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association Bylaws, or reasonable Rules and Regulations of the Park. A fine may not become a lien against a unit. A fine may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph (14a) below. However, the fine may not exceed \$100 per violation, per day not to exceed a total of \$1,000 in the aggregate.

- a. **14 Day written notice of Fine Hearing.** A fine or suspension levied by the Board of Directors may not be imposed unless the Board of Directors first provides at least fourteen (14) days written notice and an opportunity for a hearing to the Member and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other Members who are neither Directors nor persons residing in a Directors household. The role of the committee is limited to determining whether to confirm or reject the fine or Suspension levied by the board. If the committee does not agree, the fine or suspension may not be imposed.
- b. **Failure to Comply.** In the event a Member or violator refuses or otherwise fails to timely pay a fine properly levied, the Park may proceed with legal action in a court of competent jurisdiction to collect the sum due together with costs and reasonable trial and appellate attorney's fees and costs. The Member shall be responsible for paying all fines levied against the Member's tenants, sub-lessees, assignees, residents, guests, family members and invites if violator does not pay within the time period provided. All fines shall accrue interest at highest rate allowed by law (currently eighteen percent

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(18%) per annum) if not paid within thirty (30) days. No fine shall become a lien against a Unit.

XV. GENERAL:

15.1 The responsibility for fair and consistent administration and enforcement of the Rules & Regulations is that of the Board and its designated representatives, including Committees of the Board.

15.2 If any section of these Rules & Regulations is contrary to any law of the jurisdiction in which the Park is located, it shall not apply or be enforced; however, all other sections of the Rules & Regulations shall not be affected and shall continue in full force and effect.

XVI. MISCELLANEOUS:

16.1 Fairness and Non-Discrimination. Unless the context expressly requires otherwise, all Member/Resident requests and activities within or on Park property shall be decided upon and responded to by these Board of Directors in a fair and non-discriminatory manner. In like manner, no Member/Resident request or activity within or on Park property shall be allowed that is discriminatory in nature by race/color, creed, religion, gender identity, age, sexual orientation, or disability. Likewise, no behavior, activity or any form of public expression that includes nudity, profanity, or otherwise lascivious material will be tolerated within or on Park property.

16.2 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the terms "including" or "include" is without limitation.

16.3 Time. Unless otherwise provided herein, wherever any time is measured in days, "days" means consecutive calendar days; and if such time period expires on a Saturday, Sunday or Legal Holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or Legal Holiday.

16.4 Construction. These Rules & Regulations shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Cooperative Property as a Residential Community by providing a common plan for the development and enjoyment thereof.

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16.5 Headings. The headings used in these Rules & Regulations are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

16.6 Ambiguity. If a word or phrase in the Rules & Regulations is deemed to be ambiguous, the Board of Directors shall be responsible for providing a reasonable interpretation of the word or phrase. The Board may rely on any dictionary definition of the word or phrase. The Board's interpretation shall be binding on all persons unless wholly unreasonable. An opinion of counsel that the Board's interpretation is not wholly unreasonable shall be binding on all persons.

16.7 Special Exceptions. The Board of Directors reserves the exclusive unrestricted right to grant special exceptions to these Rules & Regulations when, in the opinion of the Board of Directors, special circumstances warrant the granting of special exceptions or waiver of a particular provision as it applies to a particular Member/resident, so long as such exception or waiver does not interfere with the general welfare and safety of the other Members/residents of the park and does not lose the fifty-five (55) years of age and older exemption.

16.8 Priority of Governing Documents. The Governing Documents of the Corporation shall take priority in the following order:

- a. Bylaws (require 2/3's or 67% of Member Units for changes).
- b. Rules and Regulations (require 2% of Member Units for changes).
- c. Master Form Proprietary Lease requires 75% of Member Units (*see PL 14: "This lease shall be in all respects subject to the Mobile Home Park Rules; and PL 46 "This Lease is subject to the AoI, Bylaws and Rules..."*).
- d. Articles of Incorporation (AoI).

Rationale: Priority is set generally by the percent of Cooperative Membership Units involved in making changes to how we live in our community. The Proprietary Lease is subject to all other Governing Documents, as stated in PL 14 and 46.

HISTORY OF UPDATES to VPE's Rules & Regulations

Original: 1988—VPE Articles of Incorporation filed with the State on Feb. 11, 1988 with the Prospectus for the newly formed VPE Corporation.

Update 2012—Rules updated and placed in a loose-leaf binder along with the Bylaws, Proprietary Lease and Articles of Incorporation.

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Update: October 2017— Rules updated due to DBPR, new lawyer, and manager.

Update: January 2020—Rules updated due to significant changes in the areas of enforcement and housing issues.

Update: March 2021— Rules updated to accommodate the Installation of new Homes and related items.

Update: May 2022— Rules updated regarding occupancy, pets and vehicles.

Update: March 2023— Rules updated regarding guests and definition of family.

Update: July 2024— Rules updated regarding administrative, transfer and related fees.