

PLANTATION VILLAGE CO-OP, INC.

A RESIDENTIAL COOPERATIVE

RULES AND REGULATIONS

EFFECTIVE DATE NOVEMBER 1, 2012

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the Members and Tenants of the PLANTATION VILLAGE MANUFACTURED HOME COMMUNITY (hereinafter called the "Community") and to improve and maintain the appearance and reputation of the Community.

These rules have been established by the Board of Directors of the PLANTATION VILLAGE CO-OP, INC. (hereinafter called the "Corporation") owner of the Community, and may be changed from time to time to achieve this and other purposes.

I. DEFINITIONS

1. "Board of Directors" shall mean the then current board of directors of PLANTATION VILLAGE CO-OP, INC., a Florida not-for-profit corporation.
2. "Corporation" shall mean PLANTATION VILLAGE CO-OP, INC.
3. "Community" means that manufactured home community known as Plantation Village.
4. "Member" shall be the person or persons owning a Membership Certificate issued by the Corporation pursuant to the Articles of Incorporation and the Bylaws.
5. "Cooperative Fee" or "Co-Op Fee" shall mean the monthly maintenance and/or common expenses paid by the Member to the Corporation in accordance with the maintenance schedule established by the Corporation from time to time, which fee shall be due and payable by the Member on or before the 1st day of each month, and be delinquent after the tenth (10th) day of the month.
6. "Rent" shall mean the monthly leasing fee paid by Tenants to the Corporation in accordance with the lease amount established by the Corporation from time to time, which rent shall be due and payable by the Tenant on or before the 1st day of each month and will be delinquent after the tenth (10th) day of the month.
7. "Tenant" shall mean a person or persons who owns a manufactured home and leases the lot in the Community upon which that manufactured home is situated.
8. "Sub Tenant" shall be a person or persons that rent a lot in the Community from a Member or Tenant.
9. "Resident" or "Residents" shall mean any Member, Tenant or Sub Tenants.
10. "Guest" is defined as a person whose stay at the request of a Resident does not exceed fifteen (15) consecutive days or thirty (30) days total per calendar year.
11. "Management" shall mean the manager employed by the Board of Directors of the Corporation to manage the Community.
12. "Unit" or "Units" shall refer to the cooperative parcel or lot upon which a Member's or Tenant's manufactured home is located.
13. "Common Area" means the portions of the Community property not leased to residents by the Corporation, but available for use by them.

II. RESIDENCY IN THE COMMUNITY

1. This Community is intended to be operated as "housing for older persons." in accordance with the Federal Housing for Older Persons Act of 1995 "HOPA" (as amended or modified from time to time). Under HOPA, "older persons" are defined as persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. Unless they were already in residence prior to the formation of the Cooperative, at least eighty percent (80%) of all occupied Units within the Community must be permanently occupied by at least one Resident fifty-five (55) years of age or older. All other Residents must be at least forty-five (45) years of age.
2. All prospective Residents must be screened for compliance with these provisions and for approval to reside in the Community. Therefore, all applicants applying for residency must provide satisfactory proof of age with one of the following: a valid driver's license, birth certificate or passport and pass a background and credit check.
3. No manufactured home in the Community shall be sold or rented to anyone who has not first been approved by the Board of Directors.
4. The Board of Directors reserves the right to refuse admittance to any prospective Resident for any legal reason.
5. The Corporation reserves the right to require an application fee for prospective Members, not to exceed the greater of \$100 or the maximum cost allowed under Chapter 719, *Florida Statutes*, as amended, to defray any cost connected with the screening process. The Corporation reserves the right to require an application fee for prospective Tenants, not to exceed the greater of \$100 or the maximum cost allowed under Chapter 723, *Florida Statutes*, as amended, to defray any cost connected with the screening process.
6. Determination that the Resident misstated or misrepresented any information on any application or entry forms prior to admittance as a Resident of the Community shall be grounds to void the initial approval of the Board of Directors.
7. Conviction of a violation of a federal or state law or local ordinance which violation may be deemed detrimental to the health, safety or welfare of other residents of the Park shall be grounds to deny an initial tenancy of a resident, tenant or sub tenant or to evict an occupant.
8. Residents walking or using a motorized vehicle for the disabled after dark must carry and use a flashlight.

III. THE MANUFACTURED HOME

1. Prior to the installation of any newly-purchased manufactured home, the Resident shall submit to the Board of Directors an application to install. The maximum length and the optimum position on the Unit shall be determined upon examination of the site by the Board of Directors. The minimum distance between one home structure and another shall be ten (10) feet. No manufactured home shall be installed on a Unit without the prior written approval of the Board of Directors.
2. Newly installed manufactured homes shall be set up to include the following appurtenances within thirty(30) days from date of placement on the lot, all of which shall be approved by the Board of Directors prior to installation:
 - a) A concrete driveway to the street, with a minimum twelve (12) feet in width, extending to the rear of the manufactured home;
 - b) A carport which has a minimum size of twelve (12) feet by thirty-six (36) feet.
 - c) A utility shed which is under the carport and attached to driveway and carport must be a minimum size of eight (8) feet by ten (10) feet. No free standing utility sheds are permitted.
 - d) Deco block, vinyl, or aluminum skirting and concrete steps at the entrance of the manufactured home.
 - e) A finished planter running across the entire front width of the body of the manufactured home.
 - f) The home must be secured in compliance with all applicable government laws, ordinances and regulations.
 - g) The Unit must be fully sodded and/or landscaped in a manner consistent with other homes in the Community.
3. The Resident shall not build any new structures or additions to existing structures or make exterior changes without submitting detailed drawings and specifications to the Architectural Review Committee (ARC) for review before being

submitted to the Board of Directors for written approval. The approval is given on the condition that all local and county permits will have been obtained, copies of which shall be supplied to the office manager for filing with the written approval and kept with the application form.

- a) No work is to be started until approval is given by the Board of Directors.
 - b) The project must be completed within 90 days from final approval. Reapplication is needed if not completed in this time frame.
 - c) Any Resident who carries out any external alterations as stated above without the Board of Directors written approval may be required to return the changes to the original condition.
4. The electrical meter pedestal along with the water shut off valve at the rear of the manufactured home is the responsibility of the Cooperative and should be kept clear of all vegetation.

IV. MANUFACTURED HOME SITE

1. All Residents must maintain their manufactured home, Unit, and all applicable buildings in compliance with all City, County and State of Florida building, housing and health codes, laws and ordinances. Each Resident is responsible for the maintenance and cleanliness of the Unit. The homesite shall be kept orderly, neat, clean and the carport free of litter. Homes must be maintained in such a manner as not to detract from the value of other homes in the Community.
2. Those Residents of Units adjacent to a seawall shall not plant the banks of seawalls. Likewise, there shall be no dumping of clippings or other debris into the water or ditches or storm sewers.
3. All manufactured homes must be kept in good repair, including utility buildings. Residents shall repair all water leaks immediately. Broken windows, peeling paint, mold and/or mildew on a manufactured home, or a general unsightly appearance must be corrected.
4. Residents must leave access through the Unit and shall place no obstructions or trash at the rear of the manufactured home to allow access to maintain and service the area.
5. Each Resident is responsible for oil, gas, and electrical installation upon his Unit. Maintaining water and sewage flow in other than park mains is the responsibility of the Resident. Any clogging of the sewer line between the manufactured home and the main line will be the sole responsibility of the Resident. If the Board of Directors is called upon to correct any clogging, the plumber's charges will be assessed to the Resident.
6. All skirting, exterior surfaces and roof on the manufactured home must be maintained in a neat and proper condition.
7. Should the Resident's manufactured home be destroyed by fire, windstorm, an act of God, or by any other means, Resident must remove the salvage from the Unit as quickly as is reasonably possible, but in no event later than forty-five (45) days after the date of damage or destruction, or provide to Management written proof that a claim has been filed with Resident's insurance company or that a contract has been executed with a licensed contractor for the requisite cleanup activities.
8. The Corporation shall be responsible for mowing up to personal landscaping (trees, shrubs and flowers) planted by the Resident, yard ornaments, patios and walkways.(stones, brick, etc.). No mowing shall be done around such plantings or items or in any area as to which easy accessibility has been blocked or limited by action of the Resident. Trees are to be trimmed 5 feet above the ground for ease of mowing. If a resident desires to maintain their lawn, four capped 12 inch PVC pipes need to be placed on the corners of the unit.
9. Before any Residents plants shrubs, flowers, trees or other plantings, permission must be given by the Board of Directors from recommendations of the Architectural Review Committee to protect underground utilities. Established front planter beds are an exception. Vegetable gardening is not permitted on any Unit. Residents are responsible for trimming trees.
10. All flower gardens, walkways and any gravel or rock areas put in by Residents are to be kept free of weeds, and grasses. Residents are not permitted to plant shrubs, flowers or trees so that they extend or may extend into the adjoining unit. Any trees in common areas and the street side palms are the responsibility of the Cooperative.
11. Residents are responsible for the appearance of the plantings and manufactured home site throughout the year, whether or not the resident occupies the home for the entire year. If residents have contracted privately for maintenance, they are required to notify Management with the person or business name.

12. All plantings and lawns of residents using Community water supply may only be watered by a handheld hose in accordance with Southwest Florida Water District Restrictions and other applicable laws, ordinances, regulations and statutes.
13. When away from the Unit for extended periods of time, Residents may block the driveway of their home by using white plastic chain attached to white PVC piping that stands on either side of Resident's driveway. The height of said chain shall be not less than 3 feet and must extend full width of driveway.
14. All motor homes, trailers, campers, and boats owned by Residents and kept in the Community must be stored in the designated storage areas. If all storage spaces are filled, those items must be taken out of the Community for storage. Motor homes, trailers, campers and boats may only be parked at Resident's Unit for the purpose of loading or/and unloading. No washing or maintenance of these vehicles inside the Community is permitted
15. In the interest of maintaining openness for all Residents, no fences will be permitted. Any existing fences shall be removed at the time the Unit is sold to a new resident. The removal of existing fences is the responsibility of the buyer. If not removed within 7 days, they will be removed by the Co-Op.
16. Free standing utility sheds and storage cabinets are not permitted. Any existing sheds or cabinets must be made hurricane safe by affixing to a permanent structure or be removed.

V. ANTENNAS

1. Satellite dishes may not be installed or located on the front of the home unless such location is the only one which would allow reception of a high quality signal and then must be attractively hidden or shielded from view to the extent feasible.
2. Specialty antennas must be approved prior to installation.

VI. PATIOS / CARPORTS / HOT TUBS

1. Patios and carports are not to be used for storage of any items, including, but not limited to household furniture, appliances building material, automotive repair equipment, or other unapproved motor powered vehicles.
2. Solid enclosures of the carports are not permitted.
3. No open fires or portable fire pits, etc, shall be used in the Community at any time.
4. Hot tubs complete with sketches and all necessary permits must be submitted for approval by the Board of Directors prior to any installation. Hot tubs must be installed under the carport.
5. No permanent tent structures are permitted.

VII. USE AND OCCUPANCY

1. The Unit shall be used solely for the purposes of placing a manufactured home thereon for the residential use and occupancy of Residents.
2. Without prior written consent of the Board of Directors, the premises may not be occupied by more than three (3) permanent residents, three (3) tenants or three (3) sub tenants.
3. No guests may occupy a unit in the Community unless one or more of the permitted residents are in occupancy or unless prior consent in writing is granted by the Board of Directors.

VIII. LIABILITY FOR DAMAGES

1. Neither the Corporation nor the Management shall be liable for any loss of, or damage or injury to, the person or property of Resident, or, guest, on the Unit, caused by:
 - (a) any condition of the premises of the Community;
 - (b) any act, fault, or neglect of any resident or occupant of the Community, or any guest of any Resident or occupant of the Community, or of any trespasser;

- (c) fire, water, steam, rain, hail, wind, flood, sewerage odors, electrical current, insects, or any act of God; or
- (d) theft or embezzlement, unless any of the foregoing was caused by active or willful misconduct on the part of the Corporation or Management.

- 2. Resident shall indemnify and hold Corporation and Management harmless from any loss, cost, damage, or expense arising out of any claim asserted by any person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any occupant of the premises, or of any guest of any occupant of the Unit.

IX. INSURANCE

- 1. The Corporation does not provide insurance for Resident's manufactured home or any of Resident's other personal property located on or about Community property, including that located on the Unit.

X. CLUBHOUSE

- 1. The Clubhouse is open to all Residents and their guests during the hours of 8:00 a.m. until 10:00 p.m., seven (7) days per week, except for special occasions and parties. Guests must be with Residents when using the recreational facilities.
- 2. Residents may reserve the use of the Clubhouse when such use does not interfere with a Community function. The Resident shall pay a \$25.00 non-refundable fee for the use of the kitchen, together with a \$100.00 fully-refundable security deposit against clean-up and damage. A non refundable fee of \$500.00 will be charged for private functions which exclude park residents. All such use of the Clubhouse and kitchen, if applicable, will be granted only with a five (5) day advance approval from the Management, along with proof of sufficient personal liability insurance. No alcoholic beverages may be served at any private function, unless a liquor liability policy has been provided.
- 3. Bicycles are to be left in the bicycle racks provided and not brought onto the clubhouse.
- 4. Chairs and tables in the Clubhouse owned by the Corporation and/or the Homeowner's Association may be loaned to any Resident of Plantation Village if reserved at least three (3) days in advance and signed out through Management. After permitted use of any such equipment, the person making the use thereof shall promptly return them to the Clubhouse in the same condition in which it was received. These items are to be used in the Community only.
- 5. No person shall at any time be allowed in the Clubhouse areas unless wearing footwear and a shirt other than an undershirt.

XI. SWIMMING POOL

- 1. The Swimming Pool is open daily from 8:00 a.m. until 10:00 p.m., when covered or when the outside temperature is over 65 degrees, for Residents and their guests. No children under eighteen (18) years of age are permitted in the Swimming Pool or on the pool deck unless accompanied by an adult.
- 2. Residents and their guests must obey all pool rules as posted at the pool. There is no lifeguard on duty at the pool. SWIM AT YOUR OWN RISK.
- 3. All persons must shower before entering the pool. The pool shower shall not be used for regular bathing.
- 4. The wearing of oil in the pool is prohibited.
- 5. No inner tubes or rafts are permitted in the pool but noodles and children's safety equipment are permitted.
- 6. No young children are permitted in the pool in diapers. Children wearing swimwear or other like swim garments are permitted to be in the pool.
- 7. The Corporation or Management will not be held responsible to Residents or their guests for any injuries or lost articles.
- 8. No food or drink shall be permitted in the pool and patio area, except for plastic water bottles. All food and other beverage items are to be consumed in the patio area only. No alcoholic beverages are permitted in the pool area and public intoxication will not be tolerated.
- 9. No equipment shall be removed from deck area.

10. No animals are permitted in the pool or patio area.
11. Proper disposal of all refuse is required when in the pool and patio areas.

XII. SHUFFLEBOARD COURTS

1. The shuffleboard courts are available for use by Residents and their guests seven days per week.
2. Players must sweep the court before playing and after every three (3) games played.
3. All equipment must be returned to the equipment building after use.
4. Courts may be walked upon only during shuffleboard play and maintenance.

XIII. GUESTS

1. A Guest may remain with a Resident for no more than fifteen (15) consecutive days or no more than thirty (30) total days per year, unless such person has the written permission of the Board of Directors.
2. For the protection and safety of all Residents, all guests must be registered at the community office by the host Resident. All children under eighteen (18) years of age must be accompanied by an adult at all times when in any common area.
3. Guests are entirely (financially and legally) the responsibility of the host resident. Residents shall be solely responsible for the conduct of their Guests.
4. All Guests must comply with the Community Rules and Regulations. It is the responsibility of the Resident to insure that their Guests are informed as to such Rules and Regulations.
5. All guests shall wear Plantation Village bracelets in common areas.

XIV. PETS

1. Pet sections are described as all Units on the Community's outside perimeters along the fence lines.
2. All prospective residents must disclose all animals that the prospective resident proposes to bring into the Community. The Board of Directors must give approval in writing before an animal is brought into the pet sections of the Community or before a Resident obtains an animal after move-in.
3. All animal owners are required to comply with all applicable ordinances, laws, regulations and statutes, including Manatee County Animal Ordinance # 06-18, as amended. All animals in Plantation Village Co-Op, Inc must be registered in the office within 30 days at the approval of this document. This registration consists of validation of licensure, current vaccination, a current dated picture with animal's name and approval form, (adopted March 2011) as amended, if appropriate.
4. It is the responsibility of the animal owner to provide management with this up-dated information yearly to keep current their file.
5. The following regulations and rules including Manatee County Ordinance # 06-18 must be complied with at all times by the Resident and their animals
 - a) All animals must be on a leash at any time the animal is outside of Resident's home.
 - b) Any animal left roaming the Community unattended may be reported to and removed by Manatee County Animal Services.
 - c) Animals may not be tied unattended outside of Resident's home at any time.
 - d) Animals may not be walked on the lawns of any Unit in the Community, other than animal owner's Unit.
 - e) When walking the animal, Resident must have with them at all times a suitable means to pick up and properly dispose of all animal litter immediately. Animal litter must not be buried or covered over, but must be put in a suitable closed container and placed in the garbage for trash collection. It is Resident's responsibility to maintain their Unit free and clear of animal litter at all times.
 - f) No animal enclosures, including but not limited to dog houses, animal runs or actual or invisible fences are allowed. Animals must be kept inside Resident's home when unattended.
 - g) Resident shall at all times be responsible for any and all damages caused by Resident's animal to property of the Community or another resident in the Community and for any and all injuries caused by Resident's animal.
6. No exotic animals are allowed in the Community.

7. Resident may not keep more than two (2) animals per Unit, none of which shall exceed twenty (25) pounds at maturity as defined as dog or domestic cat or bird.
8. No dog of a breed which is deemed by the Board of Directors to be known for its aggressiveness and dangerous potential shall be allowed in the Community. This includes, but is not limited to: Pit Bulls, German Shepherds, Rottweiler, Chows, Doberman Pinschers, etc.
9. Animal may not be disruptive to neighbors or disturb the quiet and peaceful nature of the Community.
10. Animals are not allowed in the Community clubhouse, mailroom, office, pool, patio, laundry or designated common areas at any time.
11. Residents shall not conduct any breeding or commercial enterprises involving animals in the Community.
12. All animals of guests must comply with all these rules and must be registered in the office before being brought into the Community.
13. The common grassed areas located at the northern end of Avocado/Apricot streets and Coconut/Mango streets, together with the grassed area of Guava Circle on each side of the bridge approach are designed non-animal areas. Therefore, animals will not be permitted to exercise in these locations.

XV. VEHICLES

1. Residents and guests must observe the thirteen (13) mile an hour speed limit for all vehicles, including golf carts. Bicycles and pedestrians have the right of way.
2. The streets in the Community are private and not public thoroughfares.
3. Residents must park their vehicles on their own driveway. Residents are permitted to park only the number of vehicles which their driveway will accommodate. All vehicles must have a current tag affixed to the vehicle and have liability insurance in the minimum amount required by Florida law. Overnight, the streets and common areas, except for overflow parking, may not be used for parking. In the event there is not sufficient space, it is the responsibility of the Resident to locate parking or storage outside the Community premises and not on other Residents' Units, without prior written approval (filed in the office) of the other resident. Vehicles are not to be parked on the grass, stone or yard area of any Unit at any time.
4. Only vehicles licensed and used for personal transportation and those approved in the paid fenced in storage area will be allowed to be stored in the Community. All other vehicles must be removed from the premises. Vehicles not in use or inoperable must be taken elsewhere for storage.
5. There shall be no major repairing or reconditioning of vehicles on the carport, unit or streets. No automobile oil or gasoline is to be placed in carport, the trash receptacle or put down storm water drains. As required by county and state laws, hazardous material of all kinds must be taken to special collection centers within the county.
6. No parking is allowed on any street in the Community between the hours of 11:00 p.m. through 7:00 a.m.
7. Vehicles in violation of these rules may be towed. Residents are responsible for guest's vehicles.
8. No truck larger than one (1) ton with pickup bed will be permitted in the Community. All commercial trucks, boats, off-road vehicles, campers, motor homes, step vans, or other large vehicles are not permitted in the Community, except for those in the paid storage area and except for a reasonable time for loading and unloading. No person may remain overnight or to otherwise reside in the Community in any camper, motor home or similar vehicle.
9. Motorcycles are only allowed in the Community with prior written permission of the Board of Directors. These vehicles must have factory-type mufflers. No joyriding or excessive noise will be permitted within the Community by Resident or guests.
10. ATV's, mini bikes, dirt bikes, go-carts, or any similar motorized vehicles are prohibited in the Community. No off-road vehicles will be permitted within the Community.
11. A full stop must be made at all stop signs.

12. Golf carts are permitted with proper lighting, including both headlights and taillights. Lights must be turned on after dusk. In order to drive a golf cart on park property, one must be at least sixteen (16) years old or have a valid driver's license. Golf carts must be parked at owner's Unit either on driveway, under carport, or on pads designated as golf cart parking. No golf carts may be parked at any time, on the lawns or yards of any resident's Units.
13. Overflow parking is permitted, on a limited basis and for a maximum of fourteen (14) days, for overnight Guest's of Residents, with written permission from Management. The permit must be displayed on the vehicle.

XVI. LAUNDRY

1. A coin-operated laundry is available for use by the Residents and their guests only from 8:00 A.M. to 10:00 P.M. Rules for the use of the laundry and outside lines are posted in the laundry and must be observed by all users.
2. All clotheslines must be the collapsible tree type and may only be placed in the rear of the home. Said collapsible clotheslines shall be kept in a closed position when not in use. Clothing shall not be left on clotheslines overnight. At no time are the clothes to be hung in the carport or patio.

XVII. REFUSE

1. The term "garbage" refers to household refuse. The term "yard waste" refers to all leaf cuttings; plant and tree trimmings and lawn clippings, etc. All garbage must be placed in separate plastic bags. Garbage pick up is provided twice weekly and yard waste (leaf cuttings, etc.) pickup is provided once per week at each home site. Recycling bins are provided. No burning of garbage, yard waste or other materials is permitted in the Community.
2. Residents may not dump garbage, landscape yard waste, building or any other materials or items in any area of the Community, including behind the Laundromat.

XVIII. MAIL

1. Mail boxes approved by the US Postal Service are located in the mail room at the Clubhouse and a deposit for use of a mail box is required. Mail is delivered by the US Postal Service only to your assigned mail box. Any item too large or requiring signature will be delivered according to the regulations of the US Postal Service. Resident will be furnished with one (1) key for their mail box and one key for the mail room door. If a Resident moves out of the Community, the deposit will be refunded upon return of the keys.

XIX. SELLING. SOLICITING AND SUBLETTING

1. No selling, soliciting, peddling or commercial activities of any kind are permitted within the Community unless prior written approval is obtained from the Board of Directors. Notwithstanding, nothing herein prevents or infringes upon the right of a Member, Tenant or Sub Tenant from canvassing manufactured home owners for the purposes described in *Florida Statutes*, Chapters 723 and 719.
2. Resident carport/yard sales are not permitted. Items for sale can be advertised on a 3x5 inch index card and placed on the Community bulletin board.
3. No signs (excepting manufactured home "for sale", "for rent" or "personal identification" signs as set forth herein below) of any kind shall be displayed within the Community, or on Resident's home or unit. Signs shall be limited to one attractive sign, not more than 12" x 18", which may be displayed in the window inside the manufactured home. Limit of one sign per home. "For Sale" signs are limited to manufactured homes only. Any such sign may only contain the words "For Sale", "For Rent", "Open House" or the equivalent, together with the name, address and phone number where additional information may be obtained." Open House" signs for the purpose of advertising manufactured home sales will be permitted only on the day of the open house and must be removed the same day." Open House" and "For Sale" signs for the non-exit portion of Harvest street can be displayed on a given location pole on the Harvest/Apple corner. Homes on a corner lot are permitted to have a "for sale" sign on the front and side of the home. The exception to this rule would be the posting of the Manatee Building Permits and the Board of Directors written approvals.
4. Owners of manufactured homes, whether members or tenants who sub-let their unit must provide Management with the following information at least 14 days prior to occupancy by the subtenant:
 - a. Name and address

- b. Proof of age
- c. Submit to a background and credit check
- d. Start and end date of occupancy
- e. Number of occupants
- f. Pet(s) if in pet section or completed disability form for a Service Animal with necessary licensing and vaccination.

Upon arrival the sub-tenant shall provide the manager with proof of I.D. via a valid passport/drivers license. Failures to provide the above information can result in the sub-tenant having to leave the Community until all the above conditions are satisfied.

- 5. Residents selling manufactured homes cannot guarantee the prospective buyer a Unit in the Community until the prospective buyer has received necessary approvals.
- 6. Residents may sell their manufactured home without services of Management. However the office must be notified of any home for sale.

XX. RESPONSIBILITIES

- 1. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft or act of God to any manufactured home or personal property left by the Resident or their guests within the Community boundaries. The Corporation will not be responsible for supplies or equipment sent to the recreation hall for private use by any Resident.
- 2. The Corporation shall not be liable for accident or injury to any person or property through the Member's or Tenant's use of recreational facilities. Residents and their guests shall avail themselves of these facilities at their own risk and assume liability for such physical damage or personal injury caused by such case.
- 3. Residents are responsible for damages caused by their family or their guests.
- 4. Seasonal residents store all moveable outside items inside when leaving this southern residence.

XXI. VACATING OF PREMISES

- 1. Thirty (30) days prior to any Resident vacating their Unit in the Community, which vacating includes the removal of the manufactured home from the Unit, Resident must furnish Corporation with a true copy of the contract for removal of all of the above-ground improvements (the "Removal Contract"), which Removal Contract shall include, but not be limited to, the removal of the manufactured home, carport, storage shed(s), all attachments, skirting, anchors, slab, and steps (the "Improvements"). Resident shall post with Corporation a security deposit (the "Deposit") or a surety bond (the "Bond") furnished by the contractor in an amount which is the greater of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) or one hundred ten percent (110%) of the amount of the Removal Contract, which Deposit or Bond shall act as security to insure the removal of the Improvements in a workmanlike fashion, leaving the Unit in a broom-clean condition. Resident shall have five (5) days from the date of the commencement of the removal of the Improvements to complete the removal and grade the affected area of the Unit, or Corporation may use the Deposit or proceeds of the Bond to complete said removal. In such event, neither the Resident nor the contractor shall be entitled to any refund of any unused portion of the Deposit or Bond, it being acknowledged that said Deposit or Bond shall be deemed forfeited should either the Resident or the contractor fail to complete the removal of the Improvements in accordance with the terms and conditions of this paragraph.

XXII. CONDUCT

- 1. Noise or conduct which Management finds objectionable, which disturbs the peaceful enjoyment of the Community by neighbors (including security lighting shining into the windows of neighboring homes), or a nuisance to other Residents or which constitutes a breach of the peace is prohibited. All Residents and their guests must conduct themselves in an orderly fashion. Quiet hours are between 11:00 PM and 7:00 AM. Residents and Guests must wear a shirt when in public areas other than in the swimming pool area.
- 2. No "alcoholic beverages" as defined in §561.01 (4)(a), Florida Statutes, may be used or consumed on or in any common area

or recreational facility of the Community, except that such consumption or use may be allowed for resident-sponsored functions or activities upon prior written consent of Management. Such consent shall not be unreasonably withheld, but shall require proof of a current and valid host liquor liability insurance policy providing liability coverage for such function or activity. Proof of the existence of the host liquor liability insurance policy shall be provided annually to the Corporation no later than thirty (30) days prior to the expiration of the previous policy. Smoking is not allowed in the Clubhouse as allowed under the Florida Clean Indoor Air Act. Public intoxication will not be tolerated.

3. Illegal drugs will not be permitted.
4. Where a complaint related to the personal conduct of another Resident is made, said complaint must be in writing and signed by the person lodging the complaint. Neither the Board of Directors nor Management will become involved in personal conflicts nor domestic quarrels unless such activities become detrimental to the Community at large.
5. Residents are not allowed to give instructions to or make requests of maintenance personnel or contract repair personnel. All requests must be made in writing directly to Management, who will then schedule the maintenance as needed.
6. The use or display of weapons including firearms, air rifles, slingshots, or any other type of weapon and fireworks within the Community by Residents or Guests is prohibited,.

XXIII. COMPLAINTS AND NOTICES

1. All complaints must be made in writing at the office of the Community. The delivery of written notices required by Chapter 719, *Florida Statutes* shall be by mailing or delivery of a true copy thereof to the Management office. If you have any complaints, recommendations, etc., please discuss them with the Management and not your neighbors. Interaction between Management and Residents is encouraged. Please bring your suggestions, complaints, and concerns to the Community office at any time during business hours.

XXIV. MISCELLANEOUS

1. Residents should promptly report vandalism of private or Community property to the Management or Board of Directors.
2. If a Resident is without a telephone, every effort will be made to promptly notify the Resident of emergency calls received by the Corporation (such calls are interpreted as having to do with serious illness, accident or death). The Corporation does not assume responsibility for delivery of any messages or for failure to report such messages.
3. Delinquent Co-Op fees and rents are subject to a late charge of \$25.00.
4. Co-Op fees or rents paid by personal check or electronic bank services that are returned due to insufficient funds will be subject to a charge of \$25.00 per returned item.
5. If any provision of these rules and regulations be contrary to any law of any jurisdiction in which the Community is located, it shall not apply or be enforced. However, the other provisions of these rules and regulations shall not be affected and shall continue in full force and effect.
6. The rules and regulations as presented herein are adopted by the Board of Directors of the PLANTATION VILLAGE CO-OP, INC., and supersede and replace all rules and regulations previously in effect.