

PINECREST MOBILE HOME PARK RESIDENTS, INC.
OF ZEPHYRHILLS, FLORIDA

RULES AND REGULATIONS Effective June 1, 2024

Welcome to Pinecrest Mobile Home Park (hereinafter called the "Park"). The purpose of these Rules and Regulations is to enable the Park Owner (hereinafter also called the "Board") to promote the comfort, welfare, and safety of the residents of Pinecrest Mobile Home Park and any guests and invitees of residents, and to improve and maintain the appearance and reputation of the park.

1. This park is intended, operated and maintained for the occupancy, use and benefit of persons 55 years of age or older. As such, this park adheres to and enforces the requirements of the "Housing for Older Persons Act" of 1995. Consequently, at least 80% of the occupied homes (units) must be occupied by at least one person who is 55 years of age or older as of the date of occupancy and any other occupant must be 45 years of age or older (except spouses and permanent full-time care givers whose presence is required by a licensed physician). The park further reserves the right to accept an occupant younger than these requirements who is handicapped dependent and/or a member of the occupant's immediate family. Occupancy of any person for more than 30 days shall constitute "permanent" occupancy by that person. In the event the oldest occupant of a mobile home dies or vacates the mobile home, the remaining occupant(s) may continue as a resident(s) of the Park and an occupant of the mobile home as long as at least 80 percent of the occupied homes in the park, including that occupied by the remaining resident(s), are occupied by at least one person 55 years of age or older. Notwithstanding this express policy and intent to the contrary, park management reserves the right in its sole discretion to accept a resident who is less than 55 years of age but 45 years of age or older, as long as at least 80% of the occupied homes in the park, including that of the new resident, are occupied by at least one person 55 years of age or older.

At the time of application for initial occupancy or upon request of park management, a prospective resident shall, for purposes of age verification, produce for inspection and copying one of the following: driver's license; birth certificate, passport; immigration card; military-identification or other valid local, state; national or international document of comparable reliability containing the prospective resident's birth date; or a certification in a lease, rental agreement, application, affidavit or other document signed by any member of the prospective resident's household age eighteen (18) or older asserting that at least one person in the home is 55 years of age or older.

2. The non-shareholder homeowner's lot rental amount (hereinafter "rent"), and the shareholder homeowner's maintenance fee is based on not more than two (2) occupants per mobile home. Homeowners will be subject to additional resident fees for any persons residing in the home above a total of two (2) persons.

3. All homeowners shall notify the park office of any guest arriving within twenty-four (24) hours of the guest's arrival if the guest is spending more than one (1) night in the park. A guest's visit shall not exceed fifteen (15) consecutive days or thirty (30) total days per year per guest unless such guest has authorization from the Board or unless the guest is otherwise permitted to remain by a properly promulgated rule or regulation. The park is not responsible for any accident or injury sustained by any visitors/guests, or to the homeowner with whom the guest is visiting, except, however, for all such claims, actions, damages, liability or expenses, whether for injuries to persons or loss of life, or damage to property, caused by the gross negligence or willful conduct or omission of the park owner or its representatives.

Note: Any person under the age of 16 is prohibited from using the shuffleboard courts, clubhouse, firepit, and any of the other recreational or common areas of the park unless accompanied by a person aged 18 or older.

4. All garbage must be wrapped and placed in the proper receptacles by the resident and securely always closed. Until trash is taken by the resident to the appropriate dumpster location for pickup by the service provider, trash containers are to be placed behind the home in an appropriate trash receptacle in an area not visible from the street. Yard trash and cuttings must be put in plastic bags containing no trash. Limbs must be bundled, none over 3 feet in length. Cardboard boxes must be broken down flat before placing in trash receptacles.

Items such as, but not limited to, sanitary napkins, condoms, metal, rubber, clothes, plastic, paper towels, fabric, grease, disposable diapers, tampons (including those labeled "flushable"), and the like are not to be disposed of in home or in toilets or drains. Expenses of purging stoppages of sewer lines of such or similar foreign objects shall be the burden of the resident who occupies the space from which the foreign object originated.

The garbage company will pick up trash from the dumpster according to its own schedule and rules. Residents are responsible for cleaning up any scattered or remaining residue which may occur before or after pickup. It is the resident's responsibility to remove any trash the service provider will not handle and dispose of outside of the park. Residents are responsible for disposing of any large or bulk item trash at their own expense.

Residents, their guests, agents, invitees or other occupants are prohibited from generating, manufacturing, storing, treating, discharging, releasing, burying or disposing on, under or about the leased site, or any area in the park, and from transporting to or from the leased site or other area of the park any hazardous waste.

5. Automatic washers and dryers are provided for your convenience. They will be available for use seven (7) days a week between the hours of 7:00 a.m. and 9:00 p.m. Do not use dye in washers. The drying yard is not to be used on national holidays. No pets allowed in the laundry room. Please keep the laundry area clean. If you have any issues with the washers or dryers, please follow instructions for use of the machines in the laundry room and/or contact the park office during business hours.

6. Pinecrest values the appearance of our park. Therefore, each resident is required to keep his/her yard, open carport/open porches and/or driveway neat and clutter free always. Mobile homes must be cleaned and painted as needed. No home appliances (i.e. refrigerator, washer, dryer, water heater, etc.) will be permitted carports/open porches or driveways. Appliances must be placed in living quarters or enclosed sheds. Screened-in rooms are considered living quarters. The homeowner is responsible for compliance with all park rules and regulations and for ensuring compliance with the rules and regulations by the homeowner's guests, occupants, sublessees, and any other invitees. All homes, carports, sheds, or any other items placed on a lot by a homeowner must be maintained in a clean and orderly manner and in good repair. The homeowner must immediately repair any water leaks in or from pipes or fixtures in, on or under the home up to the point where such systems connect to the park's lines at the homeowner's lot. The exterior surfaces of the home including the eaves and trim shall be kept free of mildew, dirt, grime or discoloration. Homes must be washed at least annually or as needed to keep the home in a well-maintained condition. Peeling, fading, or damaged exterior surfaces, and broken windows, doors, and screens must be restored and repaired to the condition of a well-maintained home in the park. Damaged areas or poorly painted areas of the home and accessory buildings must be repaired or repainted. The park reserves the right to require homeowners to perform repairs, repainting or other maintenance that is needed to maintain park standards as set forth in these rules and regulations.

7. Each resident is required to park his/her vehicle in the driveway of the lot if possible. Motorhomes, campers, and RV's may be parked only in the leased spots specifically designated and provided by the Board for same. No unlicensed vehicles will be permitted. No more than two (2) permanent (i.e. belonging to the homeowner/resident) vehicles per mobile home are permitted. All vehicles must have liability insurance in the minimum amount required by State law. The speed limit of ten (10) miles per hour must be always observed. Parking on the street is prohibited. Where (and if) the park has provided a paved parking area on the lot, the homeowner is responsible for maintaining this paved area and keeping it in a state of cleanliness and repair. If damaged by a resident or guest(s) during the tenancy, the homeowner must repair same. This obligation includes any oil spill or leak.

Only individuals having a current and valid driver's license may operate a motor vehicle in the park. The term "vehicle" shall have the same meaning as the term "motor vehicle" as defined in section 320.01, Florida Statutes, which includes, but is not limited to, a "trailer" that is without motive power and is designed to be pulled by a vehicle with a motor. Further, a "personal vehicle" shall mean a resident's non-commercial car, truck, SUV, station wagon, minivan, or passenger van which is used for personal transportation with a payload capacity which does not exceed 1 ton and is without advertising logos, signage, decals, and stickers.

Only personal vehicles licensed and used for daily transportation will be allowed to be operated in the park. All other vehicles, including but not limited to, any commercial vehicle, any vehicle with a payload capacity exceeding 1-ton, large trucks, cargo vans, step vans, semitrailers, motorhomes, recreational vehicles, buses, campers, boats, off-road vehicles, utility trailers of any type, boat trailers, motorcycle trailers or any similar vehicles, must be removed from the park. Park management will ban from the park any vehicles that, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other residents or with the appearance of the park. Personal vehicles where more than 30% of the vehicle is covered with decals or stickers of any kind are deemed unsightly and are prohibited from being stored in the park.

8. Homeowners are responsible for maintaining everything that they plant. Plantings must not encroach on any other property, lot, or dwelling. Before planting, it is the homeowner's responsibility to ensure that the area is free of all underground utility lines.

Trees and shrubs which are on the lot of the homeowner, and which are destroyed or damaged by high winds, by any act of nature, by disease, or in any other way, must be removed by the homeowner as part of the required lot maintenance; this includes dead trees and shrubs. Trees must be trimmed to maintain a minimum clearance of four (4) feet from foliage to ground. The homeowner must pick up and dispose of fruit dropped from trees, remove dead or diseased plants, shrubs, or trees. Lot maintenance which is to be performed by residents includes fallen tree or limb removal, limb trimming, fertilizing, root trimming or removal, leaf raking and removal and repair or treatment of damage, disease or infestation from lawn pests. For purposes of this rule, any tree the trunk of which is entirely within the boundary of a homeowner's lot, is "on the lot." Any tree, the trunk of which is on a boundary line of a homeowner's lot, is the shared responsibility of the adjacent homeowner (if the trunk is located on a shared boundary line between two lots) or of the park owner (if the trunk is on a boundary line separating the homeowner's lot from a common area of the park or from an unoccupied lot).

Barriers: Barriers of any kind, including but not limited to any plantings, walls, or any other similar or related items, especially those that obstruct views of any areas between lots and/or roads in the park, are strictly prohibited and shall not be constructed by the resident or placed anywhere on the homesite. Park management reserves the right to determine, in its sole discretion, what constitutes a "barrier" in conformance with this rule.

9. Mobile homes/mobile home lots may be sublet for a maximum period of six (6) months per year. All prospective sublessees must first pass background and financial checks and receive written approval for occupancy by the Board of Directors prior to occupancy of a home in the park. In addition, any persons who refuse to submit to the required background and financial checks will not be allowed to purchase or sublet a home or lot in the park. Any person or persons who inherit a home must first have completed the required background checks and must have their application for occupancy approved by the park in writing prior to occupying a home in the park.

10. No commercial solicitation of any form will be permitted in the park. No business or commercial enterprises shall be permitted to be operated by any resident, or any guest or invitee of any resident, from or within the park, and no advertising signs may be erected on the resident's lot or home. Babysitting for compensation is a commercial enterprise and is prohibited within the park except by written consent of park management. Babysitting which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the park is allowed; however, if complaints about such babysitting activities are received by park management, it reserves the right, in its sole and exclusive discretion, to prohibit future babysitting by the offending resident(s). A "business" also includes any commercial enterprise which: (i) is required to be licensed by local or State law; (ii) requires traffic from outside the park to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the home; (iv) includes door-to-door canvassing of park residents (except as allowed per section 723.054, Florida Statutes); (v) interferes with the safe, pleasant, and enjoyable use of the park by any of its residents; or (vi) involves the purchase of a home or of any interest in a home for the purpose of resale, leasing, subleasing, renting or other business use.

11. Only two pets, either dogs or house cats, are allowed per unit. Prior written approval from the park owner is required and must be obtained for each pet before the pet is allowed to live in the park. Dogs may not weigh more than 40 lbs. at maturity. Dogs are not allowed to roam free in the park. Pets must be on a leash and always attended to when not in the mobile home. All pet waste must be cleaned up promptly and disposed of

properly. If a pet owner fails to pick up waste from his or her pet, he or she will receive a written warning from the park office and will be subject to additional remedies provided for in the relevant governing documents and applicable Florida Statutes. Pet walking is only permissible on paved roads, on the sidewalk adjacent to lot 301, or on the resident's lot. No excessive barking or aggressive pet behavior is allowed. All pets should be well-cared for and have up-to-date immunizations records as well as identification tags. Residents having more than two (2) pets as of the effective date of these rules will be allowed to keep those pets in the park on a "grandfathered" basis; however, if any of the pets die or is moved out of the park, those pets may not be replaced over and above the two (2) pet limit thereafter.

12. Smoking is not allowed in any structure or building owned by the park Owner within the park. Smokers should pick up their cigarette butts and any other related discarded items and dispose of the same promptly and safely.

13. Always consider your neighbor. Avoid any excessive noise. Always play radios and televisions softly. No boisterous parties. No offensive, dangerous, noxious, disorderly or unsafe activity will be carried out on or in any home or any of the park's recreational and common facilities. Any activities which might interfere with other residents' peaceful and quiet enjoyment are prohibited. Noise or conduct that park management finds objectionable, that disturbs the peaceful enjoyment of the park by neighbors, or is deemed a nuisance to other Residents, that materially interferes with park management's operation of the park or that constitutes a breach of the peace is prohibited. Loud noises, annoying parties, and abusive or profane language shall not be permitted at any time in the park. Yelling, screaming, other noisemaking, or the use of profanity outside the home or inside the home if audible outside the home, are not permitted in the park. All residents and their family members, invitees and guests must conduct themselves in an orderly fashion and must ensure that they behave in such a manner as not to annoy, disturb or interfere with other occupants of the park. Residents are requested to keep noise levels from whatever source to a minimum. Written complaints filed with park management by residents concerning noise or disturbances caused by another resident or such resident's guests/invitees shall be considered as evidence of a violation of these Rules.

14. All construction, additions, and external changes to the mobile home lot or to the mobile home itself must first be approved by the Board in writing prior to commencement of the project. No construction will be allowed on Sundays or holidays. Construction must be done between the hours of 7:30 a.m. and 5:00 p.m. during the week. Power tools may only be used between the hours of 8:00 a.m. and 5:00 p.m. Drafted plans for any modifications, new additions, sheds, or exterior improvements, including any change of the mobile home's exterior color, must be submitted to and approved by the Board in writing. Prior written approval from the Board is required before any type of work, including the work listed in this rule, is started. In addition, residents must contact the appropriate government agencies regarding applicable code requirements and obtain any necessary permits related to the requested project/work.

15. Each mobile home and its attachments, including patio items, shall be hurricane anchored and secured in accordance with applicable local codes by and at the expense of the mobile homeowner within 90 days of initial occupancy of the home in the park.

All of the materials utilized in connection with the erection and completion of the home as contained within these rules shall be of a quality, type, style, color and pattern approved in advance in writing by park management. Park management shall have approval rights over the manner of installation or attachment of the home and of any accessory structures, and all installation and construction shall be consistent and compatible with other homes in the park. All installations shall comply with federal, state and local laws, codes and regulations, and shall comply with all standards referenced within these Rules and the Lease Agreement.

The homeowner agrees that the homeowner required improvements set forth in the prospectus shall be met and completed, and if required by applicable ordinance, under a building permit issued by the city or county building department or other applicable local agency and approved by park management.

16. All mobile homes must be skirted with Board-approved materials at the expense of the mobile homeowner.

17. Please do not place grease fats, coffee grounds, sanitary napkins, disposable diapers, cat litter, or similar products in drains or toilets. Homeowners are responsible for all problems arising from the improper use of the sewer system. All blockage of lines will be billed to the resident unless the blockage is due to tree roots. The park is responsible for the water line to the mobile home. The homeowner is responsible for the water lines in the homeowner's home.

18. The Board requires that any person who resides or intends to reside in a home within the park must first submit to and complete both a criminal background and a financial check along with a written application for residency in the park. All people who reside in the park must first have their application approved by the Board in writing prior to occupying a home in the park. Any person or persons who do not agree to submit to background checks and complete an application for residency will be denied. It is the homeowner's obligation to inform any prospective buyer of the homeowner's home that such buyer must go to the park Office, complete and sign an application for residency in the Park, and be approved for residency by the Board of Directors in writing prior to occupying a home in the Park.

19. The Board reserves the right to refuse admittance into the park to any person, persons, automobiles, trucks, mobile homes, or travel trailers; refuse to accept further rent, or decline to allow any lot to be occupied for any reason(s) not prohibited by applicable law.

20. Pinecrest Mobile Home Park and all its residents shall abide by applicable Florida Statutes. For mobile homeowners leasing their mobile home lot from the park, those homeowners' tenancies shall be governed by Chapter 723, Florida Statutes. For shareholders of the park, those shareholders' tenancies shall be governed by Chapter 719, Florida Statutes.

21. No open-pit or ground fires are permitted in the park, except in specifically designated areas allowing for same.

22. For shareholder homeowners: You must own a mobile home in Pinecrest Mobile Home Park to own a share. When the mobile home is sold, then the share stays with the mobile home. Shares cannot be sold separately. In addition, no one person or couple may own more than one home or share in Pinecrest Mobile Home Park. Homes may only be owned by a person or persons, and no commercial entities, corporations, or LLCs will be allowed to purchase or own mobile homes or shares. No corporations or partnerships can be attached to the deed or share at Pinecrest Mobile Home Park. For additional information regarding shareholder requirements and other related topics, please contact the park owner/Board of Directors.

23. Compliance with each of these rules and regulations in full is imperative for the safety, security, and enjoyment of all park residents. Failure of non-shareholder homeowners or their occupants, guests, or invitees to abide by the rules and regulations may result in termination of tenancy pursuant to section 723.061, Florida Statutes. The park owner may evict a mobile homeowner, mobile home occupant, mobile home tenant, or a mobile home itself for any of the following summarized reasons:

- a. nonpayment of lot rental amount.
- b. conviction of a violation of a federal or state law or local ordinances, if the violation is detrimental to the health, safety, or welfare of the other residents of the park.
- c. violation of a park rule or regulation, the Lot Rental Agreement, or Chapter 723, Florida Statutes.
- d. a change in the use of land comprising the park or any portion thereof; or
- e. failure of the purchaser, prospective tenant, or occupant of a home situated in the park to be qualified as, and to obtain approval to become, a tenant or occupant of the home, such approval being required by these rules and regulations.

Pursuant to Section 723.061(1)(e), Florida Statutes, if a purchaser or prospective tenant of a home occupies the home before approval is granted, park management may require that the purchaser, prospective tenant, or unauthorized occupant vacate the park within 7 days of receipt of a notice demanding same.

Failure of a shareholder homeowner or that of any guest, invitee, or occupant of a home owned by a shareholder to abide by the Community's governing documents or any applicable local, state, or federal laws or ordinances may subject the shareholder and/or the guest, invitee, or occupant to fines, suspensions, and other remedies as set forth in the cooperative governing documents and Chapter 719, Florida Statutes, as amended from time to time.

24. Criminal activity of any kind in the park is strictly prohibited and will not be permitted. Violators of this rule will be subject to eviction pursuant to either section 723.061, Florida Statutes (for non-shareholder homeowners) or the applicable provisions of the cooperative governing documents and Chapter 719, Florida Statutes, as amended from time to time.

25. Maintenance Requests: All requests for maintenance in the park must: (1) be submitted to the Board in writing; (2) reflect the date of submission; (3) state the nature and location of the maintenance activity requested; and (4) be signed by the submitting resident(s). Requests not submitted in conformance with this rule may not be acted upon by the Board.

26. Homeowners are responsible for obtaining and maintaining liability insurance; homeowners' insurance; flood insurance; and personal property insurance, if necessary and/or desired, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the home within this park, or from occupancy of such home while it is in the park. The Board does not maintain any insurance which would cover personal injuries or damage occurring on a homeowner's lot or within a homeowner's home, or for reimbursement to the homeowner for the loss of the home or personal property. Violation of this rule shall not be grounds for eviction under Chapter 723, Florida Statutes, of any homeowner in the park as of the effective date of this rule. However, a non-shareholder homeowner who purchases an existing home in the park or otherwise establishes a new tenancy after the effective date of this rule shall be subject to eviction under Chapter 723, Florida Statutes, for failure to comply with this rule in its entirety.

27. Special Exceptions: The Board reserves the exclusive, unrestricted right to grant special exceptions to these rules when, in the exclusive opinion of the Board, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular resident or residents, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other residents of the park. For example, variances to these rules may be granted by the Board due to space limitations, design considerations, in cases where the intent of a rule or regulation is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the park by other residents, or when the basis for the variance is deemed sufficient in the discretion of the Board.

Pinecrest Rules Acknowledgement (Effective Date)

I/we have read and acknowledge/understand and agree to comply with all the foregoing rules and regulations of Pinecrest Mobile Home Park. I agree that I will maintain a copy of these rules within my home for future reference.

Printed Name: _____ Signature: _____ Date: _____

Printed Name: _____ Signature: _____ Date: _____