

TERRA CEIA MANOR HOMEOWNERS' ASSOCIATION, INC.

RULES AND REGULATIONS FOR TERRA CEIA MANOR

R7/06

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the leaseholders and renters of TERRA CEIA MANOR (hereinafter called "TCM") and to improve and maintain the appearance and reputation of TCM.

These rules have been established by the Board of TERRA CEIA MANOR HOMEOWNERS' ASSOCIATION, INC. (hereinafter called the "Corporation") owner of the Park, and may be changed from time to time to achieve this and other purposes.

I. DEFINITIONS

1. Corporation – "Corporation" means TERRA CEIA MANOR HOMEOWNERS' ASSOCIATION INC., the owner of the Park and landlord to both leaseholders and renters.
2. Leaseholder – "Leaseholder" shall be the person or persons owning a Membership Certificate issued by the Corporation pursuant to the Articles of Incorporation and the Bylaws.
3. Renter – "Renter" shall mean an occupant of a mobile home in the Park who is not a leaseholder and who occupies a cooperative unit owned by the Corporation.
4. Park – "Park" shall mean TERRA CEIA MANOR.
5. Board – "Board" shall mean Board of Directors of the Corporation.
6. Resident – "Resident" shall mean person living in a home, Renter or Owner.

II. THE MOBILE HOME

1. Persons wishing to buy or rent a home will be subject to a satisfactory credit review and must have a personal interview with management representatives, before a Membership Certificate or Rental Agreement is issued and occupancy given. Purchasers of Membership Certificates and Proprietary Leases are required to comply with the provisions of the Master Form Proprietary Lease. Any new mobile home must be a double-wide at least 24 feet wide and must be at least 40 feet in length. The maximum length and the optimum position of the lot will be determined upon examination of the site by the Board of Directors. The Board of Directors must take action on the application within fifteen (15) days of receipt of the application.
2. Mobile homes shall be attractively maintained by the leaseholder or renter and comply with all applicable laws, ordinances and regulations of state, county, village, or Corporation, as from time to time amended.

3. Before removal or trimming of trees, the office must be notified and written approval obtained from the Board. Proof of liability insurance must be submitted to the office prior to commencing work. All fruit and ornamental trees and shrubs removed at lot owner's discretion and expense. Live oak trees removed at lot owner's expense. All trees, except palm trees at front of property, are the responsibility of the unit leaseholder/renter.
4. To maintain the safety and beauty of the grounds, no outdoor dish antennas over 18" will be placed in the Park.
5. Tie-downs and blocking must comply with all applicable governmental laws, ordinances and regulations.
6. No construction by a resident of new structures or additions to an existing structure shall commence until the resident submits drawings and specifications to the Corporation and obtains the Corporation's written approval.
7. Any leaseholder/renter contracting for any maintenance and/or remodeling must provide the Corporation proof of insurance and workman's compensation coverage from said Contractor prior to beginning any maintenance or remodeling.

III. MOBILE HOME SITES

1. Leaseholders and renters are responsible for the overall appearance of the mobile home site. Sites shall be kept orderly, neat, clean and free of litter. Watering, weeding, replacement of lawn by sod or grass seed and general care of lawn, planters and shrubs are the responsibility of the leaseholder or renter. Failure to comply will give the Corporation the right, but not the obligation, to have work done and bill leaseholder/renter for cost. The Corporation will provide lawn mowing and front edging.
2. Storage on the carport and patio will be limited to items in general use such as, but not limited to, furniture specifically designed for outdoor use, bicycles and barbecues. Recreational Vehicles, which fit on existing carports and do not extend into the street, are allowed.
*(Recreational Vehicle is defined below.)
3. Seasonal residents must notify the Resident Manager at time of departure and provide in writing, the name of the person responsible for the maintenance and appearance of their property. Home sites that become unsightly due to uncontrolled overgrowth of weeds and/or shrubs shall give management the right, but not the obligation, to properly maintain the home site. A fee will be charged for each time services are rendered to the said homeowner.

4. Overnight parking on the street and across driveway parking is not permitted. Parking on the lawn is not permitted at anytime. However, Owners or Renters with Recreational Vehicles are allowed two (2) nights to park either in front of the residence or in club house parking area to unpack/pack their Recreational Vehicle, within a two (2) week period during any given month. Guests with Recreational Vehicles are allowed to park two (2) nights only, within a two (2) week period at the clubhouse parking area. No one is allowed to live in their Recreational Vehicle while in the Park.

*RECREATIONAL VEHICLE: is defined as any licensed motorized or towed trailer commonly known as, but not limited to, motor homes, fifth wheels, travel trailers, pop-up campers, boats, jet skis, and or any water-craft.

Note: any Recreational Vehicles parked longer than 48 hours will be deemed abandoned and will be towed at owner's expense.

Application for exception may be made to the Board or Park Manager for unusual/extenuating circumstances. A list of storage facilities in the area will be available in the office.

5. Cable TV is entirely the responsibility of the mobile home owner. Cable company options are available from the office. Cable TV is not included in lot rental.
6. Electric power is provided by Florida Power and Light Co. It is metered and billed directly to the mobile home owner and is the owner's sole responsibility. Florida Power and Light Co. is responsible for electric lines to the meter, including the meter. The maintenance of meter pedestal and breaker is the responsibility of the leaseholder or renter. Electrical lines to the mobile home or any other connection outside the mobile home, including utility shed connection and the outside receptacle are the responsibility of the mobile home owner. Electricity is not included in lot rental.
7. Any clogging of the sewer line from the mobile home to the main line is the responsibility of the leaseholder or renter. If the Corporation is called upon to correct any clogging of the sewer line, the plumber's charges will be assessed to the leaseholder or renter if the clogging is between the mobile home and the main lines.
8. Individual yard sales are not permitted.
9. Washing of vehicles owned by leaseholders or renters will be permitted on the leaseholder or renter's lot only.
10. Watering of lawns is to be on scheduled days and hours using only well/stinky water. County water is NOT to be used for this purpose. See information sheet for current schedule and specific

details.

IV. RECREATION FACILITIES

1. The clubhouse, pool area and other activity areas are for the mutual use of all residents and guests. Use of these for other than regular Park functions shall require prior written approval from management and a charge may be made for the use of the facility. A private function in the clubhouse shall not have as its purpose the solicitation of money, goods, or services or any charitable or commercial endeavors. Requests for private use for the Park facilities will be granted provided date and space do not conflict with previous commitments and a charge may be made for such private function. Also, other residents not included in the party may have access to these premises and cannot be excluded during such a function.
2. Rules regarding use of each facility, such as clubhouse building, pool, billiard room, shuffleboard courts, etc. are posted in respective areas and must be observed by all users of these facilities.
3. Children under the age of 16 years will not be allowed to use any of the facilities unless accompanied by an adult. Billiards Room age requirement is 18.
4. If you let your children and grandchildren in the billiards room, then you are responsible for any damage that may occur. This billiards room is for Terra Ceia Manor Recreation members only, and if your children and grandchildren are over the age of 18, a member of the Recreation Association must accompany them while in the billiards room.
5. Shoes and shirts or beach robes are required inside the clubhouse.
6. No food or glass containers are allowed in the pool area. No food or Beverages are allowed in the billiards room.
7. Children must be toilet trained or in water proof swimwear to use the pool.

V. GUESTS

1. Guests staying more than 30 days need prior written approval of the Board of Directors and are subject to a satisfactory credit review at their expense. If approved by the Board, the guest will be considered a resident and will be subject to paying additional monthly fees of \$12 per each resident over the primary residents. This fee is subject to change by the Board. Basic rent/maintenance fees cover two (2) primary residents. RESIDENTS, VI., defines age requirements.
2. The leaseholder or renter is responsible for acquainting his guest with the Rules and Regulations of the Park and is responsible for their guest's conduct. It is required that all overnight guests be registered in Park office.

VI. RESIDENTS

1. TCM is a community for older persons. Residents of each mobile home must include at least one (1) adult age 55 or older. All residents must be age 45 years or older.

VII. PETS

1. The Corporation reserves the right to rule on all pets. Pets are permitted with prior written permission of the Corporation. In general, lots 101 through 149 will be the pet section.
2. A maximum of one INSIDE pet of small size, weighing less than 30 pounds at maturity, and a true household pet is permitted. Certain breeds of dogs (including but not limited to Doberman pinschers, German shepherds, Rottweilers, Chows and Pitbulls or any mix thereof) are not permitted due to their size and/or aggressive natures. As such, written approval from the Corporation must be obtained as to any dog which is to reside in the Park, and such approval must be obtained prior to the time the dog is actually brought into the Park.

A. DOGS

- (1.) Except those breeds listed above, and mixes thereof, dogs weighing 30 lbs. or less at maturity for which immunization and licensing in compliance with the County Animal Control Ordinance (or other comparable municipal ordinance accepted by County Animal Control) are current and are maintained current, may, at the sole discretion of the Corporation, be approved by the Corporation for residence in the Park provided that their behavior does not in any way become a nuisance to neighboring residents. Evidence of such immunization and licensing must be on file with the Corporation before a dog may be brought into the Park. Applicants for residence in the Park and Homeowners in the Park who wish to acquire a dog, must provide evidence of such immunization and licensing to the Corporation before bringing the dog into the Park.
- (2.) Dog owners applying for residence in the Park are required to demonstrate full control of their dog and its acceptable behavior. Evidence of formal obedience training by organizations operating to American Kennel Club standards, or equivalent, while not required, will be favorably considered. Any pet, which in the sole judgment of the Corporation threatens the health, safety or right to peaceful enjoyment of the Park by other residents, must be removed from the Park.
- (3.) Dogs must be kept inside the mobile home except when taken outdoors on a leash for reasonable outdoor exercise periods. For this purpose, dogs may be walked on the resident's lot & the defined pet section but may NOT be brought into the recreation area or other common ground areas except for the main entrance area. When outside the confines of the home, all fecal matter must be immediately picked up and placed in trash container.

- (4.) Dogs shall not, under any circumstances, at any time, be caged, fenced, tied or otherwise left restrained or unattended outside the mobile home of the dog's owner.
- (5.) Sustained barking by any dog for (3) minutes or more at any time of the day or night constitutes unacceptable dog behavior.
- (6.) The Corporation will monitor dog owners' compliance with all of the foregoing guidelines and will investigate any and all written complaints concerning dogs from any neighboring resident. When dog owners are determined by the Corporation to be out of compliance, the dog owner will immediately be given written notice of such non-compliance, in accordance with Chapter 723, Florida Statutes, which may lead to eviction for non-compliance under these statutes.

B. CATS

- (1.) Domestic cats, for which immunization and licensing in compliance with County Animal Control Ordinances (or other comparable municipal ordinances accepted by County Animal Control) is current and is maintained current, are permitted. Applicants for residence in the Park and residents in the Park who wish to acquire a cat must provide evidence of such immunizations and licensing to the Corporation.
- (2.) Cats must be kept inside the mobile home except when taken outdoors on a leash for reasonable outdoor exercise periods. Cats may not be allowed to run loose outdoors.
- (3.) Cats shall not, under any circumstances, at any time, be caged, fenced, tied or otherwise left restrained or unattended outside the mobile home of the cat's owner.
- (4.) One (1) cat shall be permitted in any mobile home.
- (5.) The Corporation will monitor cat owners' compliance with all of the foregoing guidelines and will investigate any and all written complaints concerning cats from any neighboring resident. When cat owners are determined by the Corporation to be out of compliance, the cat owner will immediately be given written notice of such non-compliance, in accordance with Chapter 723, Florida Statutes, which may lead to eviction for non-compliance under these statutes.

C. BIRDS

- (1.) Pet birds whose singing or other noises are not audible outside the owner's mobile home are permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.
- (2.) The Corporation will monitor bird owners' compliance with the foregoing rules and will investigate any and all complaints concerning birds from any neighboring resident; and when bird owners are determined by

the Corporation to be out of compliance, the bird owner will immediately be given written notice of such non-compliance, in accordance with Chapter 723, Florida Statutes, which can lead to eviction for non-compliance.

- D. OTHER: No other agricultural or wild animals nor exotic creatures such as iguanas, snakes, ferrets, etc. are permitted in the Park.
- E. GUESTS: Past precedence has allowed guests with a single pet to spend limited days in the Park provided they adhere to defined pet guidelines and have prior written permission from the corporation.

VIII. VEHICLES AND TRAFFIC

1. Speed limit for all vehicles is 15 mph. Pedestrians and bicycles have the right-of-way.
2. No commercial type vehicles are to be parked at your residence.
3. The vehicles of guests remaining overnight must be parked in a carport, driveway, or Corporation defined parking area. Do not use your neighbor's driveway and/or carport during their absence unless you have made prior arrangements with your neighbor and have their permission to do so, knowing that you will be responsible for oil leaks or other damages.
4. No unlicensed or inoperative vehicles shall be kept within the Park or on any lot. Failure to remove such a vehicle after demand by management, gives management the right, but not the obligation, to remove the vehicle at the resident's expense for the amount charged by the towing company for towing and storing the vehicle. This expense shall be due with the next monthly maintenance or rental payment.

IX. REFUSE

1. All garbage and refuse must be securely wrapped in plastic bags and be stored in garbage cans and only be placed next to the street on designated garbage collection days. (See information sheet for specific details) Garbage shall not be put out until 6PM, the day prior to pick up.
2. No burning of trash, leaves or other materials is allowed.
3. Leaseholders and renters shall not dump refuse in any area of the park.
4. Garbage cans shall be either galvanized or heavy duty plastic with tight fitting lids.
5. Residents who arrange with the county waste contractor for removal of large objects, not picked up by regular garbage trucks, will notify the office of such an arrangement and reimburse the Corporation for any fees charged for special pickup.

X. MAIL

1. Mail is delivered to the mailboxes located in the clubhouse.

XI. SELLING/RENTING

1. Leaseholders may only sell or sublet their unit within the Park in conformity with the requirements of the Bylaws of the Corporation and the Master Form Proprietary Lease. Renters may only sell their homes or sublet their lots within the Park in conformity with the requirements of the Rental Agreement, the Rental Prospectus and Florida law.
2. Residents may advertise mobile homes for sale on the bulletin boards in the clubhouse. Exterior, "For Sale" signs shall be limited to one double-faced sign per lot not to exceed 3 feet by 2 feet in size. The sign must be up to professional standards and management reserves the right to approve the sign's appearance. Realty signs must conform to the same standard and size.
3. A shareholder having leasehold rights for the lot may sell and transfer his home, Membership Certificate in the Corporation and "Memorandum of Proprietary Lease" to a purchaser qualified to become a shareholder in the Corporation and said purchaser must qualify under the Rules and Regulations of the Corporation then in effect.
4. Any renter intending to remove his mobile home from the Park must give the Corporation thirty (30) days notice in writing prior thereto. The renter shall remain responsible for rental of the lot and maintain liability insurance until the expiration of the current term under the Lot Rental Agreement. Damages to co-op property caused by the removal of a manufactured home will be assessed to the owner of the home.
5. Should any qualified renter wish to purchase a membership in the Corporation and enter into a Proprietary Lease for the lot upon which their mobile home is situated, then said renter may purchase such membership upon the terms and conditions established from time to time by the Board of Directors of the Corporation.
6. TCM is a community for older persons. See Section VI., Residents, for definitions of older persons.

XII. RESPONSIBILITIES

1. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft or act of God to any mobile home or personal property left by leaseholder or renter or their guests within the park boundaries. The Corporation will not be responsible for supplies or equipment sent to the recreation hall for private use by any leaseholder or renter.
2. The Corporation shall not be liable for accident or injury to any person or property through the leaseholder's or renter's use of recreational facilities. The leaseholders and renters and their guests avail themselves of these facilities at their own risk and assume liability for such physical damage or personal injury caused by such use.

3. The leaseholders and renters shall be responsible for damages caused by their family or guests.
4. Each leaseholder and renter must hold a homeowner's policy which includes insurance coverage for public liability, property damage and fire and extended peril. The Corporation requires written proof of such insurance coverage.

XIII. COMPLIANCE AND DEFAULT

1. In the event of a violation (other than the non-payment of an assessment) by a leaseholder or his occupant of a unit of any of the provisions of these Rules and Regulations, the Bylaws, the Master Form Proprietary Lease, or the Act, the Corporation by direction of its Directors, shall notify the leaseholder of said breach by written notice, transmitted to the leaseholder by certified mail. If such violation shall continue for a period of thirty (30) days from the date of mailing of the notice, the Corporation shall have the right to treat such violation as an intentional, material breach of the Rules and Regulations, the Bylaws, the Master Form Proprietary Lease, or the Act, and the Corporation shall in addition to the remedies provided in the Master Form Proprietary Lease, at its option, have the following elections:
 - (a) To commence an action in equity to enforce performance on the part of the leaseholder; or
 - (b) To commence an action at law to recover its damages; or
 - (c) To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.
2. Upon a finding by a court that the leaseholder was in violation of any of the provisions of the above-mentioned documents, the leaseholder shall reimburse the Corporation for its reasonable attorney's fees incurred in bringing such action.

XIV. MISCELLANEOUS

1. TCM business office hours are posted on the office door and will vary from time to time. There are no office hours on Saturday or Sunday. In case of emergency, telephone numbers located on the clubhouse bulletin board and office windows will direct you to responsible assistance.
2. All checks payable to TCM may be mailed or dropped off at the office or slipped through the mail slot in the office door.
3. Reasonable complaints concerning infractions of these rules must be reported in writing, signed and delivered to the Park Office or a member of the Board of Directors. Complaint forms are available on the bulletin board in the clubhouse.
4. Selling, soliciting or peddling within the park is not permitted. No commercial enterprise is allowed in the Park.

5. Loud noise, annoying parties or abusive language is not allowed at any time. Residents must exercise special care regarding the use of television, radio, Hi-Fi stereo, wind chimes, etc. between the hours of 10:00 PM and 8:00AM.
6. Leaseholders and renters must promptly report vandalism of private property or park property to the Corporation.
7. No commercial business signs and no professional shingles except realtor signs may be used within the park.
8. If any provision of these Rules and Regulations be contrary to any law of any jurisdiction in which the Park is located, it shall not be applied or be enforced. However, the other provisions of these rules and regulations shall not be affected and shall continue in full force and effect.
9. There shall be a late payment penalty charge of \$10.00 in addition to the monthly lot rental or leaseholder's monthly maintenance fee, including any mortgage payment, for each lot rental or maintenance fee which remains delinquent beyond the 10th day of each month.
10. Any post-dated check for rent or maintenance left at the office for future payment must be dated the first of the month for which it applies.
11. The office does not provide photo copy services other than for Park & Board Business.

XV. POOL RULES

1. Must shower before entering pool.
2. Long hair requires bathing cap or hair tied back.
3. Children under 16 must be with an adult.
4. Children must be toilet trained or in waterproof swim wear.
5. No large inflatable toys in pool.
6. No food, glass containers or pets in the pool area.
7. No diving or jumping.
8. No smoking.
9. Maximum number of people allowed in pool is 16.
10. Pool hours dawn to dusk.
11. Pool closed when gate is locked
12. Infants not toilet trained are not allowed in the pool.
13. Large inflatable toys are not allowed in the pool.