

**INDIAN ROCKS ESTATES RULES AND REGULATIONS
REVISED APRIL 21ST, 2025**

PREAMBLE

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the residents and the Guests of Indian Rocks Mobile Home Park (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 Association, owner of the Community, and may be changed from time to time to achieve this and other purposes. Notice of changes in these rules shall be given to the Residents at least thirty (30) days prior to the date of the implementation of the changes.

DEFINITIONS

1. “Association” shall mean Indian rocks Mobile Home Cooperative, Inc.
2. “Community” means Indian Rocks Mobile Home Park
3. “Community Manager” means Owner’s manager, assistant manager (or other employee or agent of your community as identified from time to time.
4. “Community Owner” or “Owner” means the owner or operator of the Community as identified in your lease agreement
5. “Guest(s)” means an individual who maintains a permanent legal residence at a locale other than the Community and who pays one or more visits to a Resident of the Community
6. “Homeowner(s)” means a person who owns a manufactured home and rents or leases a residential lot within the Community for residential use pursuant to a Lease Agreement
7. “Invitee(s)” Means all non-residents present on the residential lot at the invitation of Resident(s)
8. “Lease Agreement” means the leases agreement that was executed between Resident(s) and the Community Owner
9. “Occupant” means any person who is not a Guest or Resident, and who is occupying a residential lot. Must be vetted by at least two Board Members.
10. “Resident(s)” means a person entitled under the Lease Agreement to use and occupancy of the residential lot to the exclusion of others
11. A “Dividing Fence” is defined as fencing of any size separating 2 lots and is not allowed.
12. A ‘Decorative Fence” is defined as no more than 18 inches tall and is placed around flower beds, tress, shrubbery, etc. and must meet board approval.

OCCUPANCY

1. In order to be a resident of the Community, each applicant must do the following:
 - A. Fill out an application (per person over the age of 18 years of age).
 - B. Remit payment of (\$50) dollar application fee per applicant.
 - C. Authorize Association to conduct a background and credit check.
 - D. Disqualification for residency:
 - 1a: Conviction of a felony within the last ten (10) years, including but not limited to violent crimes: sale or manufacture of drugs, domestic violence, theft, firearms, sexual battery or two (2) or more DUI convictions
 - 2a: Non-compliance with any specific requirements set forth in the Association's Governing Documents, including any rules and regulations.
 - 3a. Providing false or incomplete information in connection with an application
 - 4a. Current status as a registered sex offender.
 - E. Participate in an interview with the Interview Committee.
 - F. Sign the Lease Agreement and receive a move-in date.

2. The Association shall have in its sole discretion the right to approve or disapprove applicants based on a determination made in the furtherance of the health, safety and welfare of the Community.

3. The Association reserves the right to increase the application fee, not to exceed the greater of \$100 or the maximum allowed under Chapter 719.106 (1) (i) of the Florida Statutes, to defray any cost connected with the screening process. If this fee is determined to be a fee prohibited by law, it will be refunded. The failure of any prospective member to provide general background information, personal references, and proof of financial responsibility shall be deemed a cause for refusal of membership.

4. Determination by the Association that an applicant misstated or misrepresented any information on any application or entry forms required by the Association prior to admittance as a resident of the Community, and a member of the Association, shall constitute a violation of these Rules and Regulations, and the Association shall have the right and remedies permitted in the Declaration of Master Form Occupancy Agreement and under Chapter 719, Florida Statutes.

5. Rents are payable in advance on the first of the month. Any rent(s) received after the 5th of the month is subject to a late charge of forty (\$40) dollars. Also, if rent checks are returned for insufficient funds, a fee of thirty-five dollars (\$35) will be assessed and the Association will have the right to no longer accept personal checks in the future.

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6. No Resident is permitted to have Guest(s) who stay over fifteen (15) consecutive days or more than thirty (30) days in a calendar year without obtaining prior written approval from the Association.

7. Residents are responsible for their Guest(s) and should inform them of any parking rules that apply to them.

CAUSES FOR EVICTION

An Occupant or Resident may be evicted for the following reasons:

1. Failure to pay lot rent, utilities or attorney fees in a timely manner.
2. Rents past due (including utility charges and attorney fees) more than sixty (60) days or one thousand (\$1000) dollars will be forwarded to our attorneys for collection and/or eviction processing.
3. A felony conviction 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 Community.
4. A single violation found to endanger the life, health, safety, property, or peaceful enjoyment of the Community or it's Residents.
5. Failure to obtain approval as a resident.
6. Violation of the Rules and Regulations as outlined in Chapter 723 of the Florida Statute and the aforementioned Occupancy restrictions.
7. Multiple monetary repeat violations. Three (3) violations, including rent due past sixty (60) days will not be tolerated and will be duly submitted to our attorneys for eviction processing.
8. The decision to forward violations to our attorney will rest with the Members of the Board after careful review of the circumstances.

MAINTENANCE

1. All mobile homes and yards shall be attractively maintained and comply with all applicable laws, ordinances, and regulations of the State, County, or Community, as from time to time amended. Any addition must have prior written approval from the Association. No unsightly storage will be permitted on patios. Overflow articles must be kept in utility building or disposed of.
2. All residents shall maintain and clearly display a current state registration decal on their homes as well as a lot number on the front of the home.
3. There is no littering allowed in the park and that includes cigarette butts.
4. No dividing fences are permitted. Decorative or pet fences are permitted with prior case by case approval from association. Temporary and pet fences must be taken down when not in use in order to provide access for lawn mowing.
5. Residents are responsible for the overall appearance of the mobile home site. Sites shall be kept clean, neat, orderly and free of litter. Watering, weeding, replacement of lawn sod or grass seed, and general care of the lawn, planters, trees, and shrubs are the responsibility of the residents.
6. Planting of trees and/or bushes must have approval from the Association prior to planting. Certain trees or shrubs are not allowed by the County as defined Florida Exotic Pest Plant Council. See floridainvasives.org for a list of plants that are not allowed.
7. Garbage collection is provided. Each mobile home is allowed one (1) container each pickup. Containers may be put out the night before picking up and must be brought back in (side or back of house) on the same day. Dispose of grease in garbage; do not put grease down drains. Insoluble articles must not be flushed down above ground commodes. Large items such as furniture will not be picked up. When depositing trash in the dumpster located in the park do not fill above the fill line. Trash from a business or outside the park is not allowed. Resident(s) shall be financially liable for any fines incurred by the Association for improper dumping. Resident(s) shall be financially responsible for damage or replacement of their containers. The dumpster is under 24-hour camera surveillance in order to record rule violations.
8. The Association, Community Manager and/or their agents reserve the right to enter upon a lot for purposes of repair and replacement of utilities and protection of the Community at all reasonable times, but not in such a manner or at such times as to interfere unreasonably with the mobile homeowner's or resident(s) quiet enjoyment of the lot.

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9. All mobile homes and lots must be kept up to reasonable standards of conditions of homes in the Community and inspection by the Community manager and inspection by the Community shall be determinative of unsatisfactory condition. All homes must be maintained both structurally and aesthetically at all times. Structurally, the home must be sanitary, safe and sound, including all additions and attachments, such as screen rooms, Florida rooms, carports, utility sheds, skirting, steps, handrails, etc. Any damage caused to a home, additions or attachments, for any reason, such as wind, storms, accident or passage of time must be repaired. Aesthetically, the home and any additions or attachments must be kept clean and attractively maintained. Any signs of mildew or dirt buildup must be removed. Homes are also required to be painted when necessary. The color of repainting homes must be approved by the Association. Homes considered by management to be beyond repair or inadequately repaired will be required to vacate the park. The homeowners will be financially responsible for all costs for the removal of the home.
10. Residents shall have thirty (30) days within which to comply with any required action(s) as indicated on the Community Managers monthly inspection report. One extension of up to thirty (30) days to complete the required action(s) may be requested within the initial thirty (30) day compliance period referenced herein. Residents must request an extension in writing to the Community Manager. If a resident fails to complete the required action(s) within the time frame allowed, the violation will be referred to the Association's attorney for enforcement and possible eviction and the resident shall be responsible for attorney's fee and all costs incurred for same.
11. Water lines-Responsibility for water lines up to a home's water meter and shut off valve is that of the Association. Water lines from the shut-off valve to the mobile home are the responsibility of the homeowner.
12. Sewer- Homeowners are responsible for sewer lines from the home to the ground connection the main sewer lines.
13. Electricity- Duke Energy is responsible for electric lines to the meter; including the meter. Electric lines, breakers, and all connections after the meter are the responsibility of the homeowner.

RESTRICTIONS

1. The running of any walk-in or high traffic commercial business in the park is prohibited.
2. Noise or conduct which management finds objectionable or a nuisance to other residents or which constitutes a breach of peace is prohibited. Residents and their Guests must conduct themselves in an orderly fashion. Repair and maintenance on mobile homes may be conducted between 8:00 AM and 9:00 PM. Residents shall not permit any noises including televisions, radios, musical instruments, tools, or any other potentially disturbing items, to be audible from any other neighboring home between 9:00 PM and 8:00 AM. Fireworks of any kind are prohibited in order to comply with noise and safety concerns.
3. Children under ten (10) are not permitted to play in the streets or on another Residents lot without permission from that Resident. Parents or legal guardians will be legally and financially responsible for damage caused by their children.
4. All hot tubs must be enclosed in a manner consistent with standards, approved by the Board of Directors.
5. In the event a Resident has Guests that require parking in addition to that available on their lot, such parking may only be in the designated overflow parking area. Parking on the grass is prohibited. Parking on the street is permitted for one (1) hour only.
6. Inflatable (“kiddie”) pools are permitted on the Lots but must be drained after use. Pools may not be left filled overnight.
7. Fire pits are allowed with the approval of the Board of Directors. All fire pits must meet Pinellas County fire codes. All fire pits must be properly screened.
8. Short term vacation rentals, ie. such as advertised through AirBNB, VRBO, etc are not allowed.
9. Overflow parking is not for long term parking. Its use is for visitors who can not park in the residents lot due to parking limitations.

PETS

1. Pets will be accepted into the community on a case-by-case basis.
2. Only pets that have been registered with the Association and received approval will be permitted in the Community.
3. A weight limit of forty (40) pounds will be enforced.
4. Current Residents that have pets over forty (40) pounds are grandfathered in and are exempt from this weight limit; however, if a pet over forty pounds passes or is replaced, the new pet must meet the weight limit.
5. Any pet over forty (40) pounds that has a written ADA certification for physical or emotional support is exempt from this weight limit.
6. Pets may be refused if their temperament or behavior is not deemed compatible with Community living.
7. All pets must wear tags to indicate they have received vaccinations deemed appropriate by Pinellas County.
8. No owner or person in charge of a dog or other pet shall permit said animal to run at large or to commit any nuisance within the limits of the mobile in the Community.
9. Pets must be a leash any time they are outdoors or fenced in the area in the owner's yard while the owner is present.
10. Pets must not be staked outside unattended.
11. Pet houses are prohibited.
12. Temporary approved pet fences are allowed as long that they are removed after use, and/or before lawn mowing days.
13. Owners or person(s) walking pets must clean up solid waste each time it is deposited. Such waste must be wrapped in proper containers to avoid odors and put in trash.
14. It is encouraged that pets should be walked outside the Community along 126th Avenue. The owner is encouraged to have the dog use their yard and avoid using other residents' property as a bathroom. All waste is to be picked up at all times.
15. Commercial breeding of animals is not permitted.
16. The owner of any pet causing injury to an animal or person or causing damage to property will be responsible for any and all expenses which include vet and doctor bills.
17. Unless approved by the Board of Directors a limit of two (2) pets will be the limit of ownership per mobile home.
18. Residents may make written complaints to the Board of Directors and Community Manager if a pet or Resident is observed violating the rules contained herein. Upon receipt of a complaint, the Community Manager shall issue a warning to the pet's owner. If the Association receives three (3) written complaints resulting in violations regarding the conduct of a pet within the Community, or a Resident's failure to abide by the pet restrictions contained herein, the pet shall be required to be removed by the Community within fifteen (15) days of receiving notice of same from the Association. Failure to remove a pet from the Community pursuant to this section may result in the Resident being evicted from the Community.

VEHICLES

1. Boats, canoes, trailers, campers, etc. may be parked in driveways with board approval. Driveways are not to become a 'catch-all' for clutter. All recreation vehicles cannot take up all of the resident parking causing the resident to use over-flow parking. No living in recreational vehicles is allowed at any time.
2. All vehicles being used at night must have proper lights and reflectors, etc. (this includes bicycles, golf carts, handicapped vehicles, etc.)
3. Vehicles which are not operational or registered are prohibited and will be towed.
4. Visitors staying for more than one (1) hour may park their vehicles in the overflow parking areas throughout the Community.
5. No vehicle can be on ramps, jack stands or blocks unattended.
6. Parking on the grass area including the Resident's Lot within the Community is prohibited and will be towed.
7. For any vehicle that is towed the owner shall be responsible for any and all fees incurred.
8. No resident or Guest is permitted to park and/or maintain a commercial vehicle on his lot or within the community. Commercial vehicles shall include, but are not limited to, utility trucks such as gas, oil, garbage and/or delivery trucks. with the possible exception of vehicles bearing logos, which have been given prior approval by the Association.
9. Only Residents with a valid driver's license are permitted to operate motor vehicles including automobiles, golf carts, electric scooters, motorbikes, or any other motorized methods of transportation within the Community.
10. Any Board Member may issue a written warning (orange parking sticker) for any violations of the parking restrictions contained herein. The Board President must be notified of any warnings issued.

SALES

1. Residents shall be free to offer their mobile home for sale. However, in an effort to maintain uniformity and avoid unsightly signs, "For Sale" signs shall be no larger than 24" x 24" inches in size. This provision shall apply both to mobile homeowners or those being sold through the services of other agents.
2. If a Home Owner decides that he/she is no longer able to maintain the Mobile home in the park and wishes to turn over the title to the Association, such release of the title does not automatically absolve the Home Owner of responsibility: park management reserves the right to refuse title, in which case the Home Owner retains all responsibilities of residency as set forth in these rules and regulations.
3. The Association will have the first option to purchase any Share being offered for sale.
4. Residents are permitted to sublet their mobile homes with prior approval of the Association. Residents must advise the Community Manager of their intent to rent their mobile home in writing. Renters must report to the office and register upon arrival at the park. All prospective new residents and renters must be vetted by the Board of Directors: which includes comprehensive background and financial checks. During the vetting process a copy of the Rules and Regulations will be given to the new residents. The new residents will sign off that they have received a copy of the Rules and Regulations to be placed in their file in the office and that they understand they are responsible for following them.
5. Renters are not considered Residents unless they stay in the park for thirty (30) consecutive days; anyone staying for less than thirty (30) days is considered a Guest and must abide by guest rules. Renters must meet the requirements as permanent Residents. The mobile homeowner is responsible for all the actions of their renters. Management will assist Residents in renting their mobile home if they desire, see Community Manager for details.
6. Homes may be resold by the Homeowner. However, new tenants must be approved by the Association through submission of a new tenant application form prior to closing if the home is to remain in the community. A reasonable fee for processing this application shall be charged by the Association. The Community Manager must be notified of your intent to sell your home.

EMERGENCY/HURRICANE POLICY

1. All residents are urged to follow any and all county recommendations in the event of a hurricane or other emergency.

MISCELLANEOUS

1. Mail is delivered in group collection boxes that have been provided by the United States Postal Service. They are located in the open recreation area in the center of the park.
2. The Association is not responsible for damage, injury, loss by fire, storms, or theft, nor accident to property or person of residence, their children, animals, or their guests in the park and you are hereby notified that you assume all risks and relinquish any claims for damage and/or loss.
3. Fines-In the event any governmental agency shall impose a fine for failure to comply with current codes and/or laws on a resident's lot, said homeowner is responsible for said fine.
4. Complaints or suggestions must be submitted to the Association in writing via the Community Manager. Communication should not be addressed directly to a member of the Board of Directors.
5. The Board of Directors reserves the right to issue fines for any and all violations of the Rules and Regulations as determined by the Board of Directors.
6. Any fees/fines are not to be paid in cash. Any fees/fines generated through legal action must be paid at the office.

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