

**INDIAN ROCKS MOBILE HOME
PARK
RULES AND REGULATIONS**

REVISED 9/20/2021

Table of Contents

PREAMBLE.....	1
DEFINITIONS	1
OCCUPANCY	2
MAINTENANCE.....	3
RESTRICTIONS.....	4
VEHICLES.....	4
SALES.....	5
MISCELLANEOUS	5

PREAMBLE

The purpose of these Rules and Regulations is to promote the comfort, welfare, and safety of the Residents and their 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

"Association" shall mean Indian Rocks Mobile Home Cooperative, Inc.

"Community" means Indian Rocks Mobile Home Park.

"Community Manager" means Owner's manager, assistant manager (or other employee or agent) of your community as identified from time to time.

"Community Owner" or **"Owner"** means the owner or operator of the Community as identified in your Lease Agreement.

"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.

"Home Owner(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.

"Invitee(s)" means all non-residents present on the residential lot at the invitation of Resident(s).

"Lease Agreement" means the lease agreement that was executed between Resident(s) and the Community Owner.

"Occupant" means any person who is not a Guest or Resident, and who is occupying a residential lot.

"Resident(s)" means a person entitled under the Lease Agreement to the use and occupancy of the residential lot to the exclusion of others.

OCCUPANCY

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 fifty (\$50) dollar application fee per applicant;
 - C. Authorize Association to conduct a background check;
 - D. Participate in an interview with the Interview Committee; and
 - E. Sign Lease Agreement and receive a move-in date.
1. 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.
 2. 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.
 3. 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.
 4. Rents are payable in advance on the first of the month. Any rents received after the 5th of the month are subject to a late charge of forty (\$40) dollars. Also, if rent checks are returned for insufficient funds, a fee of thirty-five (\$35) dollars will be assessed and the Association will have the right to no longer accept personal checks in the future.
 5. 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 first obtaining prior written approval from the Association.
 6. Residents are responsible for their Guest(s) and should inform them of any park rules that apply to them.

7. An Occupant or Resident may be evicted for: (a) failure to pay lot rent in a timely manner; (b) a felony 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 Community; (c) violation of the Rules and Regulations; (d) violation of Chapter 723 of the Florida Statute, upon proper notice; (e) a single violation found to endanger the life, health, safety, property, or peaceful enjoyment of the Community or its Residents, whereas a second violation within one (1) year of the same rule or regulation or Chapter 723 of the Florida Statutes shall occur; (f) failure to obtain approval as a Resident; or (g) change in use of land upon one (1) year notice.

8. Violation of the aforementioned Occupancy restrictions shall result in eviction from the Community. In the event of eviction, the Occupant or Resident (whether authorized or unauthorized) shall be responsible for the Association's attorney's fees and costs.

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 additions must have prior written approval from the Association. No unsightly storage will be permitted on patios. Only furniture intended for outdoor use will be permitted on porches and patios. Overflow articles must be kept in utility building or disposed of.
- 2.** All Resident's 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 fences are permitted with prior approval from the Association.
- 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 by sod or grass seed, and general care of the lawn, planters, trees, and shrubs are the responsibility of the Resident.
- 6.** Planting of frees and/or bushes must have approval from the association prior to planting.
- 7.** Garbage collection is provided. Each mobile home is allowed one (1) container each pick-up. Containers may be put out the night before pick-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 a dumpster is located in the park, no household items of any kind are to be placed in the dumpster. Resident(s) shall be liable for any fines incurred by the Association for improper dumping. Resident(s) shall be financially responsible for damage or replacement of their containers.

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 a time as to interfere unreasonable with the mobile home owner's quiet enjoyment of the lot.
9. All mobile homes and lots must be kept up to the reasonable standards of conditions of homes in the Community and inspection by the Community Manager 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. Homes considered by management to be beyond repair or inadequately repaired will be required to vacate the park.
10. Residents shall have thirty (30) days within which to comply with any required action(s) as indicated on the Community Manager's 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 allotted, the violation will be referred to the Association's attorney for enforcement and the Resident shall be responsible for attorney's fees and 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 is the responsibility of the homeowner.
12. Sewer - Homeowners are responsible for sewer lines from the home to the ground connection of 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 commercial business in the park is prohibited. No equipment used in the operation of any business may be stored on the mobile home lot.

2. Noise or conduct which management finds objectionable or a nuisance to other residents or which constitutes a breach of the 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.
3. Children under 10 are not permitted to play in the streets or on another Resident's 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 or streets is prohibited at all times.
6. Inflatable ("kiddie") pools are permitted on the Lots, but must be drained daily after use. Pools may not be left filled overnight.
7. Pets will be accepted into the Community on a case-by-case basis. Pets must meet certain standards and must be "interviewed" by the Association to determine acceptability. Only pets that have been registered with the Association and have received approval will be permitted in the Community. Pets may be refused if their temperament or behavior is not deemed compatible with Community living. All accepted pets must wear tags to indicate they have received vaccinations deemed appropriate by Pinellas County. 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 home in the Community. Pets must be on a leash any time they are outdoors. Pets must not be staked outside unattended. Pet houses or fences are prohibited. Owners or persons 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. Pets must be walked outside the Community along 126th Avenue. In the event of complaints which are found to be warranted, a warning will be issued. A second justified complaint will necessitate the removal of the pet from the park. In no event shall more than two (2) pets be kept in a mobile home.
8. Commercial breeding of animals is not permitted.
9. No open fire pits or fires are allowed as per the Fire Code.
10. Residents may make complaints to the 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 Resident. If the Association receives three (3) written complaints regarding the conduct of a pet within the Community, or regarding a Resident's failure to abide by the pet restrictions contained herein, the pet shall be required to be removed from 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 shall result in the Resident being evicted from the Community.

VEHICLES

1. No boats, canoes, trailers, campers, etc. shall be maintained or stored on any Lot.
- 2.
3. All vehicles being used at night must have proper lights and reflectors, etc. (This includes bicycles, golf carts, handicapped vehicle, etc.)
4. Vehicles which are not operational or registered are prohibited and will be towed.
5. Visitors staying for more than one (1) hour may park their vehicles in the overflow parking areas throughout the Community.
6. Parking on the grass area including the Resident's Lot within the Community is prohibited and will be towed.
7. The speed limit in the Community is ten (10) miles per hour (10 mph). Violation of the Community speed limit constitutes a violation of these Rules and Regulations.
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 not be 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. Temporary storage of boats, trailers, campers, etc. is offered on a first come basis in the compound. All vehicles must have a current registration. The compound is for residents only.
11. The Community Manager shall issue a written warning (orange parking sticker) for any violations of the parking restrictions contained herein. After one (1) written warning has been issued, the vehicle shall be towed at the Resident's expense.

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 placed in the front window of the mobile home or in the yard facing the street and shall be no larger than 24" x 24" in size. This provision shall apply both to mobile homes being sold by the Home Owner 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 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. 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 their arrival at the park. Renters are not considered Residents unless they stay in the park for thirty (30) consecutive days; anyone staying less than thirty (30) days is considered a Guest and must abide by guest rules. Renters must meet the same requirements as permanent Residents. The mobile home owner is responsible for all actions of their renters. Management will assist Residents in renting their mobile home if they desire, see Community Manager for details.
4. Homes may be resold by the Home Owner. 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.

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, 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 dressed directly to a member of the Board of Directors.
5. Residents are welcome to use the charcoal grills and picnic table by the mailboxes provided they clean up after use.
6. 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.