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**A Resident-Owned 55+ Community**

**RULES AND REGULATIONS OF SUNSET PALMS  
Effective: April 21, 2013**

**I. GENERAL INFORMATION**

1. Welcome to Sunset Palms. Sunset Palms is owned and operated by Sunset Village, Inc, a not-for-profit corporation consisting of members who have purchased cooperative units in Sunset Palms.

2. These Rules and Regulations have been established by the Board of Directors of Sunset Village, Inc. The purpose of these Rules and Regulations is to help ensure that your residency is pleasant, safe and enjoyable. Many of the Rules and Regulations are based on requirements of Florida Laws and the remainder written to help in the protection of your safety, of your property, and your privacy. Consideration and courtesy to others plus your cooperation in maintaining an attractive home will sustain the high standards of this community.

3. Sunset Palms maintains a Business Office on the property. The Manager's Office is located in the Business Office. All complaints should be directed to the Park Manager in writing. Requests for emergency service can be called into the Office. For *after-hours* emergency service, residents should call the number posted at the Clubhouse and listed in the Park Residents Telephone Directory. The Office is open Monday through Friday and closed Saturday, Sundays and most public holidays. The hours of operation are posted at the Clubhouse. The Board of Directors reserves the right to change the days and hours of operation, from time to time.

**II. DEFINITIONS**

1. "Assessment" or "Maintenance Fee" means a share of the funds required for the payment of common expenses, which is assessed against the unit owner.
2. "Association" means Sunset Village, Inc., a corporation not for profit that owns the record interest in the cooperative property, or a leasehold of the property of a cooperative and that is responsible for the operation of the cooperative.
3. "Board of Directors" means the board of directors of Sunset Village, Inc.

responsible for administration of the Association.

4. "Cooperative" or "Corporation" means Sunset Village, Inc., a Florida not-for-profit corporation, the owner of the Park and landlord to Members and Tenants.
5. "Guest" is defined as a person whose stay at the request of a Resident does not exceed thirty (30) days total in any twelve (12) month period, unless such person has the permission of the Board of Directors.
6. "Management" means Park Manager or Board of Directors.
7. "Member" or "Shareholder" means the person or persons owning a membership certificate issued by the corporation pursuant to Articles of Incorporation and Bylaws.
8. "Park" means SUNSET PALMS.
9. "Resident" means a shareholder, a tenant, or a subtenant.
10. "Subtenant" shall mean a person who leases a unit from a tenant or a shareholder.
11. "Tenant" shall mean an occupant of a mobile home who is not a shareholder and who does not occupy a cooperative unit of a shareholder, but occupies a cooperative unit owned by the Corporation.
12. "Unit" means a part of the cooperative property which is subject to exclusive use and possession.
13. "Unit owner" means the person holding a share in the cooperative association and a lease that is granted by the association as the owner of the cooperative property.

### **III. MEMBERSHIP IN THE COOPERATIVE:**

1. **Housing for Older Persons.**
  - a. Sunset Palms is intended and operated for occupancy by persons fifty-five (55) years of age and older and, as such, adheres to the requirements of the Housing for Older Persons Act of 1995. Occupancy of a dwelling Unit on a cooperative parcel shall not be permitted unless at least one person in such dwelling Unit shall be fifty-five (55) years of age or older; provided however, all other occupants (excluding under age guests as defined herein below) of the dwelling Unit must be at least forty (40) years of age. In the event that all of the occupants of a dwelling Unit who are fifty-five (55) years

of age or older shall die or otherwise discontinue occupancy of the dwelling Unit, then the Corporation's Board of Directors is hereby granted the right to terminate the occupancy of the dwelling Unit by all persons under fifty-five (55) years of age, if continued occupancy would result in less than eighty (80%) percent of the dwelling units in Sunset Palms being occupied by at least one person fifty-five (55) years of age or older. The Corporation reserves the right, in its sole discretion, to grant exceptions to the minimum age requirements of the Rule, while still maintaining compliance with the Housing for Older Persons Act of 1995.

- b. The Board of Directors may authorize, after receipt of sufficient documentation, occupancy on a temporary basis of a dwelling by a bona fide caregiver under the age of forty (40) years of age who is engaged to provide in-home care, and live in that home, for a cooperative Unit owner or other approved Resident who lives in the dwelling Unit, but who is no longer able to function independently in the dwelling Unit. The Corporation reserves the right to require written confirmation from a licensed physician of the need for such home health care services.
- c. The Board of Directors may authorize a person under the age of forty (40) years of age occupancy of a dwelling if sufficient documentation is provided to show that the person has a physical or mental impairment which substantially limits one or more of such person's major life activities, and is solely dependent on the Unit owner or other approved Resident who lives in the dwelling unit for care and support.
- d. If a child is born to, adopted by, or becomes in any manner a legal ward of a Resident, the Resident must notify management within thirty (30) days after the day of birth, adoption or becoming a ward. The Board of Directors will, with written permission, allow the child to remain in the community for a period not exceeding six (6) months from the date of birth, adoption or custody.

## 2. **Application and Approval For Residency.**

a. Prior to purchasing a unit or moving a new home into the Park, all prospective Residents must complete an application for residency, which will include a background and credit check. The Board of Directors must approve or reject applications for purchase of membership in the Cooperative. All applicants for Cooperative membership shall be considered desirable and compatible with the community in order to be approved for admittance and must meet certain financial criteria as established by the Board of Directors.

- b. The Board of Directors reserves the right to refuse admittance to any

prospective Member on the basis of the criteria established to determine the background, character, and fiscal responsibility of prospective Members.

c. At the time of application for initial occupancy, or anytime upon demand of the Board of Directors, all prospective residents and all existing residents shall be required to produce for inspection and copying one of the following age verification documentation: driver's license; birth certificate; passport; immigration card; military identification; other valid local, state, national or international documents containing a birth date of comparable reliability, or a certification in a lease, rental agreement, application, affidavit or other lawful notarized document signed by a member of a household age eighteen (18) years of age or older asserting that at least one person in the Unit is fifty-five (55) years of age or older. The minimum age for all residents of the Community is forty (40) years of age. The Corporation reserves the right, in its sole discretion, to grant reasonable exceptions to the minimum age requirements of the Rule, while still maintaining compliance with the Housing for Older Persons Act of 1995. It is also required that a prospective resident provide references.

d. The Board of Directors reserves the right to require an application fee not to exceed the greater of \$100.00 or the maximum cost allowed under §719.106(1)(i), Florida Statutes, to defray any cost connected with the screening process. 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.

e. The Board of Directors reserves the right to refuse admittance to anyone who purchases or otherwise receives title to a manufactured home who has not been approved by Park Management.

f. Upon approval, the purchaser will receive a Prospectus from the Park if it is a new home or from the seller if it is a transfer, a copy of the Rules and Regulations, and will have a meeting with Park Management to review the Rules and Regulations and sign required documents. Additional copies of the Prospectus can be purchased for \$50.00 each.

g. The Board of Directors specifically reserves the right to terminate the tenancy of any Member upon determination by the Board of Directors that the Member misstated or misrepresented any information on any application or entry forms required by the Cooperative prior to admittance as a Resident of the Park and a Member of the Cooperative.

h. Between January 1st and March 31st of each year, all existing Residents shall be required to provide the names and ages of all current occupants of the Unit to Management. Failure to provide the written occupant documentation shall constitute a violation of these Rules and Regulations.

i. Local and state laws and ordinances restrict occupancy to no more than two (2) persons per bedroom in any manufactured home. A maximum of four (4) permanent Residents shall be allowed per home. Rent and maintenance fees are

calculated on the basis of two (2) persons. There will be a charge of fifteen (\$15.00) Dollars per month, for each additional permanent Resident.

#### **IV. INSTALLATION OF NEW AND USED MANUFACTURED HOMES**

1. Prior to the installation of any newly-purchased manufactured home, the Member shall submit to the Board of Directors an application to install, on an approved form, indicating all required information. All plans and specifications must be received by the Board of Directors and written approval to proceed approved by the Board of Directors and all necessary permits obtained and displayed prior to commencement of work.

2. All new homes must have a planter installed at the front of the home at the time of installation. The planter must be the full width of the home.

3. Installation of used manufactured homes as replacements within Sunset Palms may be allowed, if the following stipulations are complied with:

a. Any Resident proposing to replace an existing home with a used home, or place a used home on a vacant lot must apply in writing to the Board of Directors for approval.

b. The proposed replacement home must be inspected and approved in writing by at least two Directors or a proper committee of Shareholders designated to do so by the Board of Directors.

c. A termite inspection of the proposed replacement home must be procured and paid for by the present owner.

d. Any used manufactured home being considered for movement into Sunset Palms must meet and comply with all current building code standards used and adopted for all manufactured homes.

4. The following rules apply to new and used manufactured homes:

a. Skirting: The entire manufactured home, including decks and porches, must be skirted using standard skirting of white brick blocking, or perforated vinyl siding on two (2) courses of block. Skirting must provide ready access for under home utilities repair and inspection.

b. Steps: The steps must be concrete or other material that meets safety standards and is approved by Management.

c. Hitches. The hitches are to be removed.

d. Anchoring: The manufactured home must be anchored to meet all standards set by the State, county, city or any other governmental agencies. The work

must be performed by a properly licensed contractor.

e. Utility sheds: All utility sheds are to be incorporated under the carport roof and constructed of similar material as the home. **Free standing sheds are NOT permitted.**

f. Street numbers: The street address must be clearly displayed on the front of the home, and if personalized, must be the current Unit Owner's name.

g. Utilities: Utilities must be connected to the home by licensed contractors at the expense of the Resident.

h. Air conditioners: Only central air conditioning units can be installed in a home. Window type air conditioning units are permitted only in porches, screen rooms, Florida rooms and sheds, with Board of Directors approval.

i. Size and Age: The minimum size of a manufactured home entering the Sunset Palms is fourteen (14) feet by fifty (50) feet. The maximum age of a manufactured home entering Sunset Palms shall not exceed six (6) years. Any variances must be approved in writing by the Board of Directors.

j. Tie-downs: Manufactured home tie-downs and blocking must comply with all applicable governmental laws, ordinances and regulations.

K. Handicapped Ramps: A plan must be submitted before construction begins and be approved by Management.

## **V. REMOVAL OF HOMES**

1. Any Resident removing a home from the community is responsible for removing all debris, steps, utility sheds, concrete pads (including driveways and footings) etc. from the home site. The home site must be cleaned/cleared after work is completed. Utility connections must be sealed, protected and identified. All contractors must be licensed and insured, including Workers Compensation Insurance. Copies of the insurance coverage must be filed in the Office before work commences. Removal must be completed within thirty (30) days from commencement of the work. Rent or Maintenance Fees will continue to accrue until the work is completed and written approval of compliance is obtained from the Park Manager.

## **VI. UTILITIES**

1. Utility repairs: Electrical, gas, water, or sewer repairs required outside the manufactured home, must be reported to the Park Manager. Sunset Palms will not be held responsible for any cost or damage incurred when Residents make repairs. Residents should ensure that their water heater is equipped with a relief valve

and a back-flow valve. Sunset Palms is not responsible for damage done to water heaters caused by lack of water pressure. All work must be done by licensed contractors.

2. Association's Maintenance Responsibility:
  - a. Electrical: Electric pedestal and main breaker therein.
  - b. Water: Water main shut-off valve at main and water meter if installed.
  - c. Sewer: Sewer main.
  
3. Resident's Maintenance Responsibility:
  - a. Electrical: Underground wiring from pedestal meter to home and all internal home wiring and fixtures.
  - b. Water: Water line from home to Community water main valve, or from meter if installed.
  - c. Sewer: Sewer line from home to sewer main and all internal home sewer and connections.
  - d. Gas: Where available, line from gas meter to the home and all lines within the home.

## **VII. HOME SITES**

1. All outside additions or renovations must be approved by management in writing. This includes, but is not limited to, exterior painting, room additions, utility rooms or extensions, carports extensions, cement work, ramps or any major electrical or plumbing work. A sketch of the work planned must accompany the request. The Resident is responsible for complete plans or permits for anticipated alterations showing compliance with Community Standards, City of Pinellas Park Building and Zoning Codes and other restrictions of record. All work must be completed within thirty days (30) of date of written approval. All contractors shall register at the Park Office.
  
2. No fences of any kind, except those installed by Sunset Palms, are allowed.
  
3. Home sites are for residents only and are not allowed to be used for business. A business is identified as any commercial enterprise which has one or more of the following characteristics:
  - a. Requires traffic from outside the Community to enter for the purpose of dealing with said business.
  - b. Requires any type of sign (except as permitted for the sale of the home) or advertising on the exterior of the home.
  
4. Sunset Palms shall have the right, but not the obligation, of access to the Shareholder's and/or Tenant's manufactured home only to prevent imminent danger to the occupant or the home. Sunset Palms shall have the right, but not the obligation, of entry onto the lot for the purpose of repair and replacement of utilities and the pruning and removal of trees, bushes or other vegetation as necessary.
  
5. All trash, garbage, refuse or recyclables must be placed in appropriate containers or in securely tied trash bags. Brush should be tied in lengths not to exceed 3

feet. Trash, refuse, brush, and recyclables are to be placed at the curbside for collection on established collection days. At all other times, trash and recycle containers shall be stored neatly and securely on the property, but NOT at the front of the unit. No garbage or refuse shall be dumped on vacant lots, around recreational areas, or across fences around the perimeter of the Park. The dumpsters are provided for MAINTENANCE STAFF ONLY.

6. All homes, carports, or any other items placed on a home site by a Resident must be maintained in a clean and orderly manner. Management reserves the right to require repairs, repainting or other maintenance that is needed to comply with all applicable laws, ordinances and regulations of state, county, city or Park, as from time to time amended.

7. The installation or planting of new trees must have prior Management approval.

8. Displaying the flag of the United States of America is encouraged. One other national flag, pennant or windsock will be allowed, provided that the American flag is also displayed. The American flag must be higher. Residents will be required to remove any flag, pennant or windsock that has become unfit to display, due to deterioration by rain, wind or sun.

9. Residents are responsible for shrubbery care and weeding all planters and gravel areas on their lot. All new lawns must be sod or a material approved by Management. Lawn ornaments must be confined to planters so they do not impede grass cutting.

10. Street numbers must be prominently displayed on the home. This is essential to help emergency services locate the proper party when an emergency arises.

11. Residents leaving Sunset Palms for extended periods of time must make arrangements to have bushes trimmed, planters, gravel/stones, and flowerbeds weeded. The Park Office must be notified in writing as to the person watching over the home, if applicable, and who is performing the yard work. If the yard work is not done, Management reserves the right to have worked done and charge the resident a service fee of \$25.00 per hour with a one (1) hour minimum for each time work is done.

12. Watering the lawn can be done by hand sprinkling using a shut-off valve per the City of Pinellas Park regulations. In-ground sprinkler systems are allowed. Only well water can be used for yard watering. Use of City water is not permitted. If excessive use of water is determined due to car washing, carport washing or lawn watering, the Resident will receive a notice of violation as determined by management. Watering restrictions may be in effect. Check with the Park Office.

13. Each Resident is required to keep their lot and driveway free of debris. Patios/carports may not be used for storage and only furniture designed for outdoor use is allowed outside the home. No shopping carts may be left or stored overnight in the carport or yard.



14. Cable television is optional. Satellite dishes less than thirty-nine (39) inches (one meter) in diameter and broadcast antennas are permitted as per FCC Statute. Before installing any antenna, see the Park Manager.

15. Only umbrella type drying lines may be used and should be set in the back of the home. No clothes or towels hanging on the carport, including swimwear.

16. For Sale, For Rent, or Open House signs: One Sign, no larger than twelve (12) inches by eighteen (18) inches, is permitted in the front window only. Exceptions to this rule are corner home sites which may place two (2) signs, not to exceed the permitted dimensions, in two windows for visibility from both directions of traffic. All other signs must have prior Management approval in writing or will be subject to removal.

17. Storage: To avoid fire hazards and to promote safety, the space immediately under the home shall not be used for storage. Patios/carports may not be used for storage and storage on home sites is prohibited, unless written approval is received from Management.

18. No aluminum foil, wood, or newspapers are permitted on windows or doors.

19. The only exception to this would be the use of wood needed or used to prepare for hurricanes. The wood must be removed within three (3) days after the storm warning is lifted, or the danger has passed.

20. No birdfeeders or wind chimes are allowed.

## **VIII. CONDUCT**

1. Any and all acts which endanger the life, health, safety, property or peaceful enjoyment of the Park or its occupants will not be permitted and are violations of the Rules of the Park.

2. Failure to comply with the provisions of the Articles of Incorporation, Bylaws, and Master Form Proprietary Lease is also a violation of these Rules and Regulations and is cumulative grounds for fines and/or eviction.

3. Written leases are offered to all Tenants prior to occupancy and all the terms and conditions of the lease are specifically incorporated herein by reference as rules and regulations governing the tenancy.

4. Shareholders, Tenants and Subtenants must conduct themselves in a manner that does not either unreasonably disturb their neighbors or constitute a breach of peace and are responsible for the actions of persons on the premises with their consent.

5. Men must wear shirts (buttoned shirts must be buttoned), or T-shirts on shuffleboard courts, in the Clubhouse, riding bicycles, and coming and going in the Park.

Women must also wear a cover-up to and from the pool area. Once you leave your property, you must be properly attired.

## **IX. SUBLETTING UNITS**

1. Subletting is allowed on a seasonal basis only, for a maximum of six (6) consecutive months in any twelve (12) month year period. The terms of this lease will be for a minimum period of three (3) months and a maximum period of six (6) months. Absolutely no year round rentals are allowed. It should be noted that if you rent your Unit to a resident of Florida or to a Pinellas County resident for a period of six (6) months or less, you are required to register with the Pinellas County Tax Collector to collect and remit a Tourist Development Tax, based upon the amount of rent received, or upon the fair market value of the compensation received in lieu of rent.

2. It is the responsibility of the Unit Owners to notify Sunset Palms Office of their intent to lease their Unit and to provide information on the Subtenant. The Subtenant must sign in at the Office upon arrival and sign out at the time of expiration of the lease and departure from the Park. Subtenants will be subjected to a background check at the expense of the Unit Owner. Management reserves the right to interview potential subtenants. All Subtenants must receive Management approval prior to occupancy. Subtenants are bound by the same rules and regulations as the Unit Owner and Unit Owner is responsible for the actions of the Subtenant.

## **X. SELLING OF UNITS**

1. If an Owner wishes to sell his Cooperative Unit, the Board of Directors must be notified. Prospective buyers MUST complete an application for residency and be interviewed and approved by the Board of Directors PRIOR to the sale of the Cooperative Unit. The Board of Directors of the Corporation has the final authority in approving or refusing any prospective buyers.

2. Transfer of membership certificates, the Cooperative parcel and the Cooperative Unit are governed under the Bylaws of the Corporation. If an independent realtor is used to sell your Unit, the realtor is required to notify the Board of Directors and receive instructions on the requirements of sale as established by the Board of Directors.

3. One (1) For Sale or Open House sign not to exceed twelve (12") inches by eighteen (18") inches may be placed in the front window only. Exceptions to this rule are corner home sites, which may place two (2) signs not to exceed the permitted dimensions.

4. All charges and financial obligations must be paid at the Park Office before the home can be sold or removed from Sunset Palms.

5. All Real Estate Companies must register at the Park Office.

## **XI. FEES, CHARGES AND ASSESSMENTS**

1. All maintenance fees and rents are payable monthly and due on the 1<sup>st</sup> of the month, and are considered late if paid after the 5<sup>th</sup> day of the month. Payments made after the fifth (5) day of the month shall be subject to a late charge of \$25.00. If a check is returned by a financial institution, for any reason, a \$25.00 charge will be assessed.

## **XII. EVICTION**

1. The Corporation may evict Tenants for:
  - a. non-payment of the rental amount, pursuant to §723.061(1)(a), Florida Statutes.
  - b. conviction of a violation of Federal or State law or local ordinance, which violation may be deemed detrimental to the health, safety or welfare of the other residents of the Park, pursuant to §723.061(1)(b), Florida Statutes.
  - c. violation of a Park Rule or Regulation, the rental agreement, or Chapter 723 of the Florida Statutes.
  - d. a change in the use of land comprising the mobile home park or a portion thereof pursuant to §723.061(1)(d), Florida Statutes.
  - e. failure of the purchaser of the manufactured home situated in the Park to be qualified and approved for residency pursuant to these Rules and Regulations.

## **XIII. RESPONSIBILITIES.**

1. The Cooperative is not responsible for loss or damage caused by accident, flood, fire, act of God, injury, theft, act of war, windstorm, or other causes to any manufactured home or personal property of manufactured home owners or their family, subtenants, guests or invitees.

2. The Cooperative shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by mobile home owners, their families, subtenants, guests or invitees, or any person who may be at any time using or occupying or visiting the Corporation property or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the resident or any occupant, subtenant, visitor or user of any portion of the premises or shall result from or be caused by any other matter or thing.

3. Neighborhood disputes and personality conflicts are not within the jurisdiction

or purview of the Corporation. Please respect your neighbors, and treat your neighbors with the same courtesy as you would wish to be treated. The Corporation will not mediate or arbitrate neighborhood disputes and will not take action on such matters unless based upon a violation of the governing documents and these Rules and Regulations of the Cooperative.

#### **XIV. RECREATION AND OTHER FACILITIES**

1. The Clubhouse may be reserved by residents for private activities. All reservations must be made well in advance of the planned activity. Reservations, for the use of the Clubhouse, must be approved by Management. Other residents not included in the private event may have access to the Clubhouse, other than reserved areas. The use of the facility for private functions is for Residents of Sunset Palms and their guests only. It is the Resident's responsibility to clean the area after use and to pay for any damage to equipment or facilities. The Clubhouse is **not** a designated storm shelter. Residents should seek shelter in buildings provided by local government and announced on local radio and television stations. These shelters can be changed from time to time. All residents should acquaint themselves as to the "evacuation routes" posted on roads and on highways.

2. No alcoholic beverages are allowed in the Clubhouse except at Community approved social functions. No alcohol is permitted in the pool areas or in other common areas of the Community.

3. Cooperation in keeping the Clubhouse, restrooms and other utility buildings clean and serviceable is required. The Corporation requests that special attention be given to turning out lights and turning off water and shower faucets at the completion of use. Laundry room equipment, tubs and floors must be left clean after use.

4. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft or any other causes. The Corporation shall not be liable for accident or injury to any person or property through the Resident's use of the recreation facilities. The residents and their guests may avail themselves of these facilities at their own risk and assume liability for any physical damage or personal injury caused by such use.

5. Guests of Park Residents under the age of eighteen (18) years may not play in or around the Park area or fish in the lake, without adult supervision. Feeding of the alligators or any other wild life is not permitted as per state law.

6. A coin-operated laundry is available and maintained for Sunset Palms Residents only. Report any equipment not working to the Park Office. Sunset Palms is not responsible for any damage to articles washed or dried in the laundry. Management reserves the right to change the hours of operation or close the laundry for maintenance as needed.

#### **XV. SWIMMING POOL AND JACUZZI**

1. There is no lifeguard on duty. The use of the pool and Jacuzzi is at your own risk. Rules are posted at the pool and the Jacuzzi. No one under the age of eighteen (18) is permitted on the pool deck, in the pool, or in the Jacuzzi without adult supervision. No air mattresses or floating chairs are permitted. Only "noodle" foam floats or waist-belts are permitted. No articles of clothing or towels may be hung on the fence or gates surrounding the pool.

2. Pool Hours. The Pool is open from 7:00 A.M. to 11:00 P.M. Sunday through Saturday. The Park reserves the right to close the pool due to equipment failure or servicing of equipment or for safety reasons without notice. Adult only hours are from 1:00 P.M. to 4:00 P.M. and 7:00 P.M. to 8:00 P.M. No one under the age of Eighteen (18) is allowed in the pool area during adult hours.

3. Daytime guests/visitors are permitted; however, are limited to two (2) visits per week. Daytime guests MUST sign in at the Park Office.

4. No alcoholic beverages are allowed in the pool area. Non-alcoholic drinks are allowed in cans or plastic containers. Glass containers of any kind are NOT permitted.

#### **XVI. NO PET POLICY**

1. No pets are allowed at any time, whether belonging to a Shareholder, Tenant, Subtenant or Guest.

2. Although there is a "No Pet" Policy in Sunset Palms, some Residents, who through oversight or permission on the part of the previous owner of Sunset Palms, are allowed to have dogs or cats, if they filed a variance to the "No Pet" rule with Management on or before October 2001. The pets are permitted only to be in the Resident's yard or home. When outside the home, the pet must be on a leash of no more than six (6) feet in length. These pets are not to be carried or transported around the park in any fashion or mode of transport, **except for medically required service animals**. All approved animals must be licensed and immunized according to local ordinances. Records will be kept on file in the office. A picture of the approved pet must also be submitted to the office.

3. If a permitted pet dies, runs away, is given away or otherwise no longer lives With the Resident, the Resident may not acquire another pet as a replacement.

#### **XVII. WATER, SEWER AND TRASH**

1. This service is provided by the City of Pinellas Park, and billed directly to each resident for the months that they reside in Sunset Palms.

2. Residents returning to the Park MUST advise the Park Office within two (2) days of their return to have their name put back on the City of Pinellas Park roll.

3. Please Note: Every resident should be aware of WHERE the water shut off valve for their unit is located, and make note of that for Park Office and emergency use.

## **XVIII. GUESTS**

1. All Guests staying more than two (2) nights must register at the Park Office on arrival and obtain a temporary parking permit to be displayed when parking overnight in the Park. A Guest is a person whose stay does not exceed thirty (30) total in any twelve (12) month period, unless the Board of Directors approves, in writing, a longer period. No Guests will be allowed to stay in a unit unless one of the residents is present. Guests are the entire responsibility of their Resident host and must comply with the Rules and Regulations. No pets may be brought in with Guests. Guest overnight parking is allowed around the Clubhouse with appropriate permit obtained from the Park Office.

2. It is the Residents' responsibility to ensure that all guests under the age of eighteen (18) years of age are supervised by an adult when using the recreation facilities.

3. Computers are for use of Residents only. Registered Guests may use if accompanied and supervised by the Resident host.

## **XIX. NOISE**

1. It is important that we respect our neighbor's privacy and property. Consideration for your neighbor(s) right to peaceful enjoyment should be observed at all times. Disturbing, loud and excessive noises from persons, radios, televisions, stereos, etc. where it constitutes a nuisance to neighboring residents are not allowed at any time. While this may be subjective, a common sense fair play approach should be taken.

2. Disorderly conduct, intoxication and profane language will not be tolerated.

3. The hours from 10:00 P.M. to 8:00 A.M. should be considered an especially quiet time. Please be considerate when entertaining.

## **XX. SOLICITING**

1. All selling, soliciting, peddling, or commercial enterprises within the Park are prohibited with the exception that Park Residents have the right to canvas and solicit as allowed by law for the purpose of exercising their rights under Chapters 719 and 723, Florida Statutes, regarding distribution of material relevant to the membership of the Park Association and functions of the Association.

## **XXI. TRAFFIC AND VEHICLES**

1. Streets are Fire Lanes and sufficient clearance for ALL vehicles MUST be maintained at ALL times. Residents shall keep their vehicles, including golf carts, scooters, and bicycles parked in their carports. Carports start at the sidewalk. Street parking of Resident's vehicles is only allowed to accommodate carport or unit maintenance. Daily

street parking of either the owners vehicle(s) or golf cart or both is a violation of these Rules and Regulations.

2. Parking is not permitted on the streets between 11:00 P.M. and 7:00 A.M. Vehicles parked on the street during these hours may be towed at the owner's expense. No parking is allowed on vacant lots, lawns, or blocking of a Residents driveway. Overnight parking is not allowed in common areas without Management permission. Guest overnight parking is allowed around the Clubhouse with appropriate permit obtained from the Park Office.

3. The speed limit in Sunset Palms is ten (10) M.P.H. for all vehicles. Pedestrians have the right-of-way. **After dark, all golf carts, scooters, and bicycles must have lights and have them turned on in the front and rear.**

1. Operators of all motorized vehicles within the Community must have a valid driver's license. Golf carts can only be operated by persons sixteen (16) years of age or older.

2. Gasoline powered motorcycles and mini-bikes are prohibited in the Park. Gasoline powered motorcycles in the Park as of January 1, 2004 will be permitted to remain, but can only be used for ingress and egress to and from the Residents home. No visiting gasoline powered motorcycles will be permitted. No "Off Road" vehicles, with the exception of golf carts and electrically powered "scooters" and bicycles, are allowed to be operated in the Park or stored on a Resident's lot. All golf carts shall be parked in the carport. If the owner or operator of a permitted gasoline powered motorcycle receives three (3) legitimate written complaints as to the noise of any gasoline powered motorcycle or mini-bike, such motorcycle or mini-bike will be prohibited from the Park.

3. All Resident owned motorized vehicles in the Park must be registered with the Park Office and display the Corporation decal obtained from the Park Office so it is visible from the rear of the vehicle.

4. Golf carts must be registered with the Corporation and issued a decal or an identification number by the Park Office. This must be displayed on the rear of the golf cart. **All Golf carts must have lights.**

5. Only minor motor vehicle repairs may be made on personal vehicles at a Resident's home. Inoperable motor vehicles, or vehicles without current license tags, are not permitted in the Park. Vehicles in violation will be towed at the owner's expense. Major repairs to vehicles, such as removal of engines, transmissions, or other major mechanical repairs, will not be permitted anywhere in the Park. Painting of vehicles in the Park is prohibited.

6. There is no parking in any neighbor's driveway without written permission of the neighbor. Written permission must be on file in the Park Office.

## **XXII. RV'S, BOATS, UTILITY AND BOAT TRAILERS**

1. NO boats, boat trailers, travel trailers, campers, RV's or similar units are allowed on home sites. Residents can load, unload or clean the unit during daylight hours only. Residents and/or their Guests are responsible for making their own storage arrangements outside of the Park. No storage area exists in Sunset Palms.

2. Residents may obtain a twenty-four (24) hour maximum parking pass in any seven (7) day period for their unit as described in preceding paragraph from the Park Office. These units must be parked in designated parking areas at the lake and will be based on a first come first served basis to the limits of the spaces available. No reservations allowed. No persons may stay in the unit while parked anywhere in the community, and may not be occupied during the day while the unit is parked at the lake.

## **XXIII. NOTICES, RIGHTS AND PROVISIONS**

1. These Rules and Regulations may be revised from time to time, and all Residents will receive an updated version of the Rules and Regulations within 90 days prior to the effective date. The Board of Directors reserves the right to set policy for situations not covered in the Rules and Regulations.

2. 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 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.

3. Complaints should be in writing, dated and signed. It is at Management's discretion to respond to anonymous complaints. The Park Office is closed on Saturday, Sunday and all legal holidays. Emergency telephone numbers are posted on the Park Office door.

4. The rights of the Corporation contained herein are cumulative and failure to exercise any right shall not operate to forfeit that or any other rights of the Corporation. No waiver by the Corporation of any rule or regulation shall be deemed to constitute or imply a further waiver of that or any rule or regulation.

5. All Rules and Regulations posted at the Clubhouse and other recreational areas shall be made a part of these Rules written herein.