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RULES AND REGULATIONS OF SUNSET PALMS

Approved by the Board of Directors as Amended on
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I. GENERAL INFORMATION

1. Welcome to Sunset Palms. Sunset Palms is a resident-owned manufactured housing community for older persons fifty-five (55) years of age and older, owned and operated by Sunset Village, Inc., a Florida nonprofit corporation as a Cooperative pursuant to the Florida Cooperative Act, consisting of members who have purchased Cooperative Units in Sunset Palms.
2. The Board of Directors of Sunset Village, Inc. has established these Rules and Regulations. 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 Clubhouse. All complaints should be directed to the Park Manager in writing. Requests for non-health related emergency service can be called into the Office. For after-hours emergency service, residents should call the Emergency number posted at the Clubhouse, listed in the Park Residents Telephone Directory, and on the website. The Office is open Monday through Friday and closed on 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. **In the event of a health or life-safety emergency, call 911.**

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 Owners on a *pro-rata* basis.
2. "Association" or "Corporation" means Sunset Village, Inc., a nonprofit corporation that owns the record title interest in the Park and the cooperative property and that is responsible for the management and operation of the Cooperative and the Park. It is the homeowners' association for the Cooperative and its members, and is the Park Owner and landlord to the non-member mobile homeowners who lease lots in the Park pursuant to Chapter 723, Florida Statutes, and pay lot rent.
3. "Board of Directors" means the board of directors of Sunset Village, Inc., responsible for administration of the Association and management of the Park.
4. "Cooperative" means that form of ownership of real property wherein legal title is vested in a corporation or other entity. In this case, Sunset Village, Inc., a Florida

nonprofit corporation, and the beneficial use is evidenced by an ownership interest in the Association, and a lease granted by the Association as the owner of the Cooperative property.

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. "Invitee" is defined as a visitor on the premises by invitation of a Resident, either express or reasonably implied.
7. "Management or Park Management" means Park Manager or Board of Directors.
8. "Member" or "Shareholder" means the person or persons who owns a membership certificate issued by the Association pursuant to Articles of Incorporation and Bylaws.
9. "Park" means SUNSET PALMS, a mobile home park.
10. "Resident" means a Unit owner (also sometimes referred to as a Shareholder or Member), a Tenant/Non-shareholder, a Subtenant or a Board of Directors approved occupant of a Unit Dwelling owned by a Member/Shareholder or Tenant/Non-shareholder.
11. "Subtenant" shall mean a Management approved person who leases a Unit from a Tenant/Non-shareholder or a Shareholder for a minimum of three months and a maximum of 6 consecutive months in any 12-month period.
12. "Tenant/Non-shareholder" shall mean an occupant of a mobile home, who is not a Unit Owner/Shareholder and who does not occupy a Cooperative Unit of a Unit Owner, but who has been Board of Director approved for residency, owns the manufactured home in the Park that occupies a Cooperative Unit parcel owned by the Association, pursuant to a mobile home lot rental agreement, and pays monthly lot rent to the Association.
13. "Unit" means a part of the cooperative property which is subject to exclusive use and possession. An interest in a Unit is an interest in real property.
14. "Unit Owner" means the person(s) holding a Membership Certificate (sometimes referred to as a share) in the Association and a long-term proprietary lease recorded in the County official records that is granted by the Association as the owner of the Cooperative property.
15. "Dwelling" or "Dwelling Unit" is a manufactured home.

III. OCCUPANCY IN THE COMMUNITY:

1. **<u>Housing for Older Persons.</u>**
   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 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 underage 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 pursuant to the Master Proprietary Lease the Association's Board of Directors has 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 Association 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) Caregiver: 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 to 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 Association reserves the right to require written confirmation from a licensed physician of the need for such home health services and for how long. When the caregiver's services are no longer needed, or when the Owner or approved Resident requiring care no longer lives in the Dwelling Unit, the caregiver must vacate the Dwelling Unit as soon as reasonably possible or as determined by the Board of Directors or a duly authorized committee. In the reverse scenario, if a Sunset Palms Unit Owner or Tenant/Non-shareholder provides care for another approved Resident in the owner's Dwelling and the Unit Owner or Tenant/Non-shareholder ceases to reside there, the approved Resident receiving care must vacate the Dwelling as soon as reasonably possible or as determined by the Board of Directors or a duly authorized committee.

c) Under Age Occupancy: As a reasonable accommodation under the Americans with Disability Act (ADA), 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, provided that such accommodation allows the Association to maintain compliance with the Housing for Older Persons Act. If the Unit Owner(s), Tenant/Non-shareholder(s) or person providing the care to the person with the disability or impairment no longer resides there, the approved occupant who requires the care must vacate the Dwelling as soon as reasonably possible as determined by the Board of Directors or a duly authorized committee.

d) Children Exception: 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 after which they must vacate the Dwelling Unit.

e) Resident/Non-Owner: If an additional Resident, who meets the 55+ requirements as specified in section 3.1(a), is approved by the Board of Directors to occupy a Unit with existing Unit Owner(s) or Tenant/Non-shareholders, the terms of that occupancy are at the will of the Owner(s) or Tenant/Non-shareholder and the Board of Directors. The resident may only reside in the Dwelling Unit when the Owner is actively residing in the Dwelling Unit. The occupancy of the approved resident can be terminated by the Owner(s) or the Board of Directors at any time without cause.

f) If the 55-or-older owner(s) of a Dwelling Unit are deceased and ownership transfers to family members who are underage but listed on the title and/or share certificate or who are beneficiaries in the Dwelling Unit Owner's Last Will but may not be approved for occupancy; those family members may be allowed to access the Dwelling Unit twice per year for maintenance and repairs. Total access may not exceed thirty (30) days per year. They must receive prior Management written approval to temporarily occupy. This is not approval for family member vacation time and pertains to this specific set of circumstances only. This allowance is intended to support necessary clean up and maintenance work on the Dwelling Unit as approved by Management.

2. **Application and Approval for Residency.**

a) Prior to purchasing a Dwelling 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 or a duly authorized committee must approve or reject applications for residency including purchase of a membership certificate in the Association after completion of all application paperwork, receipt of credit/background checks and completed and signed applicant/board member interview form. Subtenant applications for subleasing a Dwelling Unit must be approved by management. All applicants for Association membership and ownership of a Dwelling Unit shall be considered desirable and compatible with the community 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 based on 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 Dwelling Unit is fifty-five (55) year of age or older. The minimum age for all residents of the Community is forty (40) years of age. The Association 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.

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 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 Park will provide the purchaser with the Association's governing documents which are comprised of the Master Form of Proprietary Lease, the Memorandum of Proprietary Lease, the Assignment of Proprietary lease, the Articles of Incorporation and By-Laws of the Association, and the Rules and Regulations. The Purchaser will have a meeting with Park Management to review said documents. The Purchaser must sign that they have received said documents and will abide by said documents.

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

h) Pursuant to the Federal Housing for Older Persons Act of 1995 and Florida Statute section 719.104 , all existing Residents shall be required to provide the names and ages of all current occupants of the Dwelling Unit to Management. Failure to provide the written occupant documentation shall constitute a violation of these Rules and Regulations.

i) Residency is limited to no more than two (2) persons per bedroom in any manufactured home

IV. INSTALLATION OF NEW AND USED MANUFACTURED HOMES

1. Lot Purchase: Purchase of an available/open lot requires the purchase of a Membership Certificate subject to the terms of the Memorandum of Proprietary Lease and installation of a new home is required within one year of the share certificate purchase. The names of ownership on the Membership Certificate must match the names listed on the Certificate of Title of the Unit. Owners must be approved to occupy by the Board of Directors or a duly authorized committee.
2. Application/Approval Process: Prior to the installation of any new manufactured home, the Member shall submit to the Board of Directors or to a duly authorized committee an application to install, on an approved form, indicating all required information. Builders and installers must be licensed and insured in the state of Florida. All plans and specifications must meet Association requirements, Federal, State, and City of Pinellas Park Building Code standards and Fire and Safety codes for new manufactured homes. The application will be received, reviewed and approved by the Board of Directors or a duly authorized committee. Written Board of Director approval must be obtained to proceed with the installation. All legally required permits must be obtained, copies provided to office management, displayed on-site in the manner required by law prior to commencement of work. All permits must be properly closed out upon final inspection.
3. Planter Box: All homes must have a planter installed at the front of the home at the time of installation and they are not to be removed. The planter must be the full width of the home, less the front steps.
4. All events in this process are to be coordinated with the office including arrival of the Dwelling Unit for installation. The Owner(s) may not reside in the new Dwelling until a Certificate of Occupancy is granted.
5. Installation of used manufactured homes as replacements within Sunset Palms may be allowed, if the following stipulations are complied with in addition to the above:
    a) Any Dwelling Owner 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 or a duly authorized committee for approval.
    b) Prior to the installation of a used manufactured home, the proposed replacement home must be inspected and a recommendation to approve must be received in writing from an authorized committee of Shareholders (currently our Infrastructure Committee) after which approval of the committee recommendation is required by the Board of Directors or a duly authorized committee designated to do so (currently our Real Estate Approval Committee).
    c) A termite inspection of the proposed replacement home must be procured within sixty (60) days of installation, and the cost is the responsibility of the Dwelling Unit 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.

6. 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 unless the home is installed on poured concrete. 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 the Board of Directors or a duly authorized committee.

c) Hitches: The hitches must be removed.

d) Anchoring: The manufactured home must be anchored to meet all standards set by the Federal, State, County, City or any other governmental agencies. A properly licensed contractor must perform the work.

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.

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 or mini-split units are permitted only in porches, screen rooms, Florida rooms and sheds, with the Board of Directors approval or by a duly authorized committee. Installation of air conditioners must comply with City Noise Ordinance decibel levels.

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 three (3) 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: An ADA-compliant plan must be submitted before construction begins and be approved in writing by the Board of Directors or a duly authorized committee. Permits must be obtained, where applicable, and posted on-site. The Dwelling Owner is responsible for removal of all physical ADA accommodations when the Dwelling Owner transfers ownership of the Dwelling.

l) Carports: Carports must be located on the right side of the home unless a variance to this rule is approved by the Board of Directors or a duly authorized committee. All homes require a carport and if damaged, the carport must be repaired based on current building code(s).

m) Mailboxes: Installation of a mailbox on a post located at the front of the property is required as specified in Section VII.23.

V. REMOVAL OF HOMES

1. Any Unit Owner or Tenant/Non-shareholder removing a home from the community is responsible to first notify the office of their intent and obtain written Board of Director or a duly authorized committee approval prior to contracting for removal. The Unit Owner or Tenant/Non-shareholder is responsible for removing the home, 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 agencies must be notified, and connections must be sealed, protected and identified. All contractors must be licensed and insured, including Workers Compensation Insurance and are responsible for obtaining and providing the office with a copy of all applicable government Permits. Permits must be displayed on-site until work is complete. Copies of the insurance coverage must be filed in the Office before work commences. Contractors must sign in at the office when on property. Removal and lot clearing must be completed within thirty (30) days from commencement of the work. Rent or Maintenance Fees will continue to accrue. If a new Dwelling Unit is being installed by the same Owner (after removal of their existing Dwelling Unit) Rent or Maintenance fees will also continue to accrue throughout the transition timeframe.

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 wiring from the pole to the pedestal and main breaker therein.
   b) Water: Water main shut-off valve at main and water meter if installed.
   c) Sewer: Sewer main.
   d) Gas: Gas lines from the common elements structure to the meter and all lines within the structure.
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. Additions and Renovations: All outside additions or renovations must be approved by management or a duly authorized committee in writing. This includes, but is not limited to, exterior painting, room additions, utility rooms or extensions, carports extensions, patios, cement work, steps, ramps or any major electrical or plumbing work. A detailed drawing with written specifications 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 ninety (90) days of date of written approval. An application must be made to extend the timeline if the work is delayed. All contractors shall register at the Park Office.
2. Fences: No fences of any kind, except those installed by Sunset Palms, are allowed.
3. Businesses: Home sites are for residents only and are not allowed to be used for business that impacts the community. An unacceptable 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. Right of Entry: Sunset Palms shall have the right, but not the obligation, of access to the Shareholder's and/or Tenant/Non-shareholder's manufactured home in case of emergency 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. Refuse: 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 three (3) feet. Trash, refuse, brush, and recyclables are to be placed at the end of your property, not on the sidewalk or street, for collection on established

collection days. At all other times, trash and recycling containers shall be stored neatly and securely on the property, but NOT at the front of the Dwelling Unit. No garbage or refuse shall be dumped on vacant lots, in the canals, on common areas, or detention or retention ponds, swales, or other drainage systems around the Park, around recreational areas, or across fences around the perimeter of the Park. The dumpsters are provided for MAINTENANCE STAFF ONLY.

6. Exterior Maintenance: All homes, carports, or any other items placed on a home site by a Resident must be maintained in a clean and orderly manner. Homes with visible algae or mold, etc. on the outside of the home must be cleaned by the homeowner in a timely 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 amended from time to time.
7. Trees: The installation or planting of new trees or shrubs in locations other than your Dwelling Unit planter must have prior Management approval. Fruit trees are not permitted.
8. Flags: Displaying the flag of the United States of America is encouraged in compliance with Federal and State laws (Title 4 United States Code and the Freedom to Display the American Flag Act of 2025, and Chapter 256, Florida Statutes, respectively). If the American flag is displayed with another national flag, they must be flown on separate poles and at the same height with the American flag on the left as viewed from the street. When another country's flag is flown the flag of the United States of America must also be flown. When non-national flags are flown on the same pole with the flag of the United States, the United States flag must be at the top. Pennants and windsocks may be displayed. 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. Political Flags and Signs: Political flags and signage are those that show support for a particular political party or individual. One sign, no larger than twelve (12) inches by eighteen (18) inches, is permitted in the front window only. One political flag on a pole will be allowed per Dwelling Unit. All flags and signage will only be allowed ninety (90) days before an election and must be removed within ten (10) days after the election.
10. Lawns and Planters: 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.
11. Addresses and Street Numbers: Street numbers must be prominently displayed on the home. This is essential to help emergency services locate the proper party when an emergency arises.

12. Extended Absence: Residents leaving Sunset Palms for over thirty (30) days must make arrangements to have bushes trimmed, planters, gravel/stones, and flowerbeds weeded. The Park Office must be notified in advance by completing a Sign-out Form indicating who is responsible to look after the Unit. If the yard work is not done, Management reserves the right to have work done and charge the resident a service fee of $50.00 per hour with a one (1) hour minimum for each time work is done. Key Fobs will be deactivated. Residents must advise the Park Office within two (2) days of their return and complete a Sign-in form to re-activate their fobs. If arriving on a weekend, please notify the office in advance and your fobs will be active by the time you arrive.

13. Watering: Watering the lawn can be done by hand sprinkling using a shut-off valve per the City of Pinellas Park regulations in accordance with their published schedule. In-ground sprinkler systems are allowed. Only non-potable/reclaimed water can be used for yard watering. Use of City potable /drinking water is not permitted to be used for lawn watering. 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. Residents are responsible to follow the city watering schedule and water use regulations which can be found on their website at https://pinellas.gov/watering-schedule-and-rules/.

14. Shut-offs: Water must be shut off at the Dwelling Unit intake valve (usually located under or behind the home) when signing out of the park for an extended period. Failure to do so may result in damage to the Dwelling Unit.
15. Storage and Debris: Residents are required to keep their lot, driveway, patios, carports and lanais/screen rooms free of debris. In the event of a hurricane, all potential hazards that may become projectiles must be cleared from your home site. Patios, lanais/screen rooms and carport must comply with city safety codes and may not be used for cluttered stacking of multiple items for storage or to hang laundry. Lanais/screen rooms are intended for outdoor living and must be treated as such unless they have been enclosed with solid windows and doors. Storage-type containers are not allowed either in carports or outside the home. Examples of items not allowed are shelves, toolchests, refrigerators or freezers. These items are permissible in the lanai/screen room within reason. Ladders may be hung and securely fastened on the backside of the home. 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.
16. Telecoms: Establishing an account for internet and/or cable television is optional. Both standard and fiber optic cable infrastructure is available for connection to all homes at the owner's expense upon establishing service directly with the provider. Satellite dishes, less than thirty-nine (39) inches (one meter) in diameter, and broadcast antennas are permitted as per Federal FCC OTARD Rules. Before installing any antenna, see the Park Manager.
17. Drying: Only umbrella type drying lines may be used and should be set in the back of the home. No clothesline, clothing, swimwear, linens or towels may be

hung on or in the carport. Management approval is required prior to installing an umbrella type clothesline.

18. For Sale, For Rent, or Open House Signs: One Sign, no larger than eighteen (18) inches by twenty-four (24) 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.

19. Storage: To avoid fire hazards and to promote safety, the space immediately under the home shall not be used for storage. Patios/carports/lanais/screen rooms may not be used for storage and storage on home sites is prohibited, unless written approval is received from Management. A home site, including the lanai/screen room or carport, may not be used to store building materials for a period longer than an Exterior Alteration approval form allows for the alteration. Exterior Alteration approval forms are required if a resident wishes to temporarily store building materials in an exposed space, such as the carport, Florida room, or elsewhere on the home site.

20. Window Coverings: No aluminum foil, wood, black plastic, cardboard, tarps or newspapers are permitted on windows or doors, screen rooms, porches or lanais The only exception to this would be the use of wood needed or used to prepare for hurricanes. The wood must be removed within seven (7) days after the storm warning is lifted, or the danger has passed.

21. Bird Feeders and Wind Chimes: No bird feeders or wind chimes are allowed.

22. Carports: Carports are required and must be restored to original condition while also meeting current city building codes if damaged by a storm or accident. Home damage must be repaired within six (6) months of the date of the event unless extended by the Board of Directors or a duly authorized committee.

23. Hardscape. Removal of an existing portion of a planter to facilitate hardscape installation is not allowed. Hardscape installed for parking of vehicles, golfcarts or bikes that are not under a carport is not allowed.

24. Mail: Effective January 20, 2023, door delivery of US mail is not available for new delivery points under Postal Mailbox Operations Manual 631.23 and City of Pinellas Park Regulations section 18-703.4. Mailboxes currently attached to existing homes are grandfathered and may remain until the home is sold to a new owner or a new home is installed. At that time, the United States Postal Service requires installation of a curbside mailbox and post. Requirements are available on the website, or you may obtain a copy from the office. Owners are responsible for purchasing a mail receptacle and post that meet the specifications. The maintenance team will install the purchased post and box upon completion of a Maintenance Request form at the office. Custom installations are at the owner's expense

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 and Regulations of the Park. Violations will be addressed by Park Management if the issue is communicated to management in writing (via completion of a Resident Issue/Manager Complaint form) available at the office. A courtesy letter providing notice of the violation and requesting resolution will be sent. If there is no response, a second, violation letter will be sent certified mail. If the Resident remains non-compliant, the concern may be brought forward to the Board of Directors for recommendation of fining to be brought before the Fining Committee for determination.
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 Tenant/Non-shareholders 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. All Residents 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 their service or support animal and persons on the premises with their consent.
5. Residents, Guests and Invitees must be properly attired when leaving their home. This includes when on shuffleboard courts, at the lake, in the Clubhouse, riding bicycles, and coming and going in the Park. Men may not be bare chested. Shirts are required and are to be buttoned up if applicable. Women must wear a bathing suit cover-up to and from the pool area.

IX. SUBLETTING DWELLING UNITS

1. Subletting is allowed on a seasonal basis only for a maximum of six (6) consecutive months in any twelve (12) month period. The terms of this lease will be for a minimum period of three (3) months and a maximum period of six (6) months. A total of no more than two (2) of the minimum allowable three-month long sublet leases is allowed in any twelve (12) month period. Absolutely no year-round rentals are allowed. It should be noted that if you sublet your Dwelling Unit for a period of seven (7) months or less, you are required by Florida law to register with the Pinellas County Tax Collector and are responsible for applicable taxes, fees and other payments to applicable Government agencies.
2. It is the responsibility of the Dwelling Unit Owners to notify Sunset Palms Office of their intent to lease their Dwelling 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, the cost of which is not the responsibility of

the Park. Management will interview potential Subtenants. All Subtenants must receive Management approval prior to occupancy and receive a copy of our rules if not provided by the Owner. Subtenants are bound by the same rules and regulations as the Dwelling Unit Owner and Dwelling Unit Owner is responsible for the actions of the Subtenant.

3. Sublet applications may be denied by management if the Dwelling Owner payment status with the Association is in arears or if maintenance of a Dwelling Unit does not meet Park requirements. Dwelling Unit Owners may not establish an approved sublease and then facilitate shorter stays of multiple unapproved Subtenants. Violations of said sublet rules including facilitating a sublet without management approval may result in fines, the inability to have future sublets and immediate eviction of the subletters.

X. SELLING OF DWELLING UNITS

1. If an Owner wishes to sell his Cooperative Unit, Management must be notified. Completion of a Home for Sale form is required. Prospective buyers MUST complete an application for residency and be interviewed by two board members after which written approval by the Board of Directors, or a duly authorized committee, PRIOR to the sale of the Cooperative Unit is required. The Board of Directors of the Association has the final authority in approving or refusing any prospective buyer(s).
2. Transfer of membership certificates, the Cooperative Units are governed under the Bylaws of the Association. If an independent real estate broker is contracted to sell your Unit, the Unit Owner or Tenant/Non-shareholder is required to notify Management and receive instructions to be shared with the agent on the requirements of sale as established by the Board of Directors.
3. After submission of a Home for Sale Form to management, one (1) For Sale or Open House sign, not to exceed eighteen (18") inches by twenty-four (24), 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. Realtor signs may not be placed outdoors on property. Violations of these rules are subject to fines.
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. THE PROPRIETARY LEASE, MEMBERSHIP CERTIFICATE AND HOME MUST ALL BE TITLED IN THE SAME NAMES IN THE SAME FORM OF OWNERSHIP (e.g., "Tenants-in-Common", "Joint Tenants with Rights of Survivorship", "Tenants-by-the-Entireties" (husband and wife), etc.

XI. FEES, CHARGES AND ASSESSMENTS

1. All maintenance fees and rents are payable monthly and due on the 1st of the month and are considered late if paid after the 5th day of the month. Payments made after the fifth (5) day of the month shall be subject to a late charge of $25.00 or five percent (5%) of the face value of the payment, whichever is greater. If a check is returned by a financial institution, for any reason this charge may be assessed.
2. The Association uses bank to bank Automated Clearing House (ACH) as its preferred payment method for maintenance or monthly rental fees. Payment coupon books are provided if payment via check is preferred by the owner. In this case, payments are to be mailed using the labels provided with the coupon book. Payments must be received by the 5th of the month. Payments will not be accepted at the Park office.

XII. EVICTION

1. The Association may evict Tenant/Non-shareholder mobile homeowners 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.
2. The Association may evict Guests, Tenants/Non-shareholders, Invitees, Subtenants, and other persons who are not either Shareholders or mobile homeowners for violation of a Park Rule or Regulation.

XIII. RESPONSIBILITIES OF THE COOPERATIVE ASSOCIATION

1. The Association does not insure and 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 homeowners or their family, Subtenants, Guests or Invitees. Homeowners are responsible for obtaining insurance on their homes.
2. The Association 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 Park 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, Guest or Invitee 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 personal conflicts between Residents, their family members, Guests, Invitees and/or Subtenants are not within the jurisdiction or purview of the Association. Please respect your neighbors and treat your neighbors with the same courtesy as you would wish to be treated. The Association 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 Association.

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.
2. **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 or at https://pinellas.gov/topic/safety-emergencies/hurricanes/ pinellas.gov. These shelters can be changed from time to time. All Residents should acquaint themselves with the "evacuation routes" posted on roads and on highways.
3. 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 unless at an approved social function. No smoking or vaping is allowed in the Clubhouse.
4. Resident cooperation in keeping the Clubhouse, restrooms and other utility buildings and recreational areas clean and serviceable is required. The Association 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, tables, kitchen area and floors must be left clean after use. Garbage must be placed in receptables. Thermostats must be re-adjusted to the posted standard settings if changed for an event.
5. The Association shall not be responsible for loss or damage caused by accident, fire, theft or any other causes. The Association shall not be liable for accident or injury to any person or property through the Resident's, Guest's or Invitees' use of the recreation facilities. The Residents and their Guests or Invitees may avail

themselves of these facilities at their own risk and assume liability for any physical damage or personal injury caused by such use.

6. Guests or Invitees 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 wildlife is not permitted as per state law. **USE OF RECREATIONAL AREAS IS AT YOUR OWN RISK.**
7. 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 unattended articles or 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 8:00 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: 8:00 to 10:00 A.M., and 2:00 P.M. to 4:00 P.M. No one under the age of Eighteen (18) is allowed in the pool area during adult hours. Pool hours are subject to change at the discretion of the Board of Directors.
3. Daytime Visitors/Invitees are permitted to use the pool; however, they are limited to two (2) visits per week. Daytime Visitors/Invitees MUST sign in at the Park Office.
4. No alcoholic beverages are allowed in the pool area. Drinks brought into the pool area are allowed in cans or plastic containers. Glass containers of any kind are NOT permitted and are a violation of government regulations.
5. Smoking and vaping are not allowed in the pool area.
6. Use of a headset or earphones is required if listening to your own music in the pool area or in any other common areas.

XVI. NO PET POLICY

1. No pets are allowed at any time, whether belonging to a Unit Owner, Tenant/Non-shareholder or Occupant, Invitee or Guest. Non-compliance may result in fines or eviction.
2. Service animals, as defined in the American Disabilities Act, and support animals, as defined in the Fair Housing Act and Florida Statutes Chapter 760 are permitted.
3. All service and support animals must be registered with the Association.
4. An Owner requesting one or more support animal(s) is required to provide information to the office from a licensed health care professional for each animal that verifies:
   a) that the person has a disability which necessitates the requirement for an ESA animal and
   b) what the animal does that supports the person's need for the support animal being requested.

   The above must be updated with the office annually to ensure the need is still required and that registrations/vaccinations continue to be updated.
5. All Service or Emotional Support animals (ESAs), including cats, **MUST BE ON A LEASH OF NO MORE THAN SIX (6) FEET IN LENGTH AT ALL TIMES** when fully extended when outside the Resident's Dwelling. Service or support animals may not run loose under any circumstance. The Owner is responsible for cleaning up after their animal and for ensuring that there is no incessant barking, the animal does not threaten or attack others in the Park and does not disturb the peaceful enjoyment of the Park by other Residents.
6. All service and support animals must be licensed and immunized according to local ordinances and documents updated annually with the office.
7. A picture of the service dog or support animal must be submitted to the Park office.
8. Owners of support animals must provide a DNA report to the Park office, for each support animal, the cost of which the owner is responsible for. If a complaint/violation is lodged for not picking up after your animal defecates, the complainant will pay to have the sample tested. If the sample is a match to an owner's animal on file, the owner may be found in violation of the Association's Rules and Regulations which may result in additional fines or eviction.
9. Animal food may not be left outdoors. No feeding of feral animals is allowed.
10. The death of an ESA animal must be reported to management. The addition of a replacement ESA animal must go through the application and approval process in its entirety.

XVII. WATER, SEWER, TRASH AND RECYCLING

1. Water, sewer, trash and recycling are provided by the City of Pinellas Park, the cost of which is included in Sunset Palms monthly maintenance or lot rental amount or fees. Individual Unit Owner or Tenant/Non-shareholder accounts do not need to be established directly with the City of Pinellas for these services. Owners must establish individual accounts for electric service, gas service if available, internet access and/or cable television and telephone. These services are not included in monthly maintenance or rental fees.
2. Every Resident should be aware of where the water shut off valve for their Dwelling Unit is located (usually underneath or behind the home) and ensure water is turned off both at the Dwelling Unit shut off point and at the water riser upon departure from the park. If your shutoffs are difficult to turn, check with the maintenance team. They may prefer to do this for you to alleviate potential pipe breakage.
3. The City of Pinellas Park communicates changes in water usage and restrictions on their website at https://pinellas.gov/watering-schedule-and-rules/. It is the owner's responsibility to stay informed and comply with City Ordinances.
4. Trash is currently collected twice per week, and recycling is once per week. Place cans at the end of your driveway on scheduled collection days and do not block sidewalks. City recycle bins are provided one per Unit. Trash cans are to be purchased by owners. Do not put trash out the night before the scheduled collection day. The trash and recycle schedule is subject to change and can be viewed on the City website at https://www.pinellaspark.gov/356/Garbage-and-Solid-Waste-Pickup.

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. An Invitee is a daytime visitor. A Guest is a person whose stay does not exceed thirty (30) total days in any twelve (12) month period, unless the Board of Directors approves a longer period in writing. **No Guests will be allowed to stay in a Dwelling unless one of the Residents is present who is 55 years of age or older.** 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 an appropriate permit obtained from the Park Office. Guest parking should be accommodated in the Owner(s) carport when possible. No on-street overnight

Guest parking is permitted. Approved and permitted Guest overnight-parking is allowed around the Clubhouse

2. It is the Residents' responsibility to ensure that all Guests or Invitees under the age of eighteen (18) years of age are supervised by an adult when using the recreation facilities.
3. A Resident of the Park is not considered a Guest and is therefore able to stay in another Resident's Dwelling Unit on a temporary basis. The Dwelling Unit Owner must notify the Park Office prior to the occurrence of this arrangement. Parking rules must be obeyed.
4. Guests or Invitees are expected to adhere to our No Pet Policy. Service or Support Animal licensing and registration information is required. See Section XVI 'No Pet Policy' for further clarification. Registering of support animals is required of guests and subtenants.

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 Park and/or the Association.

XXI. TRAFFIC AND VEHICLES

1. No parking is permitted on street corners or on sidewalks. Streets are Fire Lanes and sufficient clearance for ALL vehicles MUST be maintained at ALL times. To accomplish this, do not park your car opposite an existing vehicle if it blocks the passage of another vehicle between the two. Residents shall keep their vehicles, including golf carts, scooters, and bicycles parked in their carports. Carports start at the driveway. Vehicles are not to overhang onto the sidewalk. Street parking of Resident's vehicles is only allowed to accommodate carport or Dwelling Unit maintenance. Daily street parking of

either the owner's 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 overnight parking of golf carts, bikes, scooters or vehicles is allowed on vacant lots, lawns, at the Maintenance building or if blocking a Resident's driveway. Overnight parking is not allowed in common areas without Management permission. Guest overnight parking is allowed around the Clubhouse with an 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 working lights and have them turned on in the front and rear.
4. Operators of all motorized vehicles (cars, trucks etc.) within the Community must have a valid driver's license.
5. Golf carts may be operated within the Park by a person:
   a) who has a valid driver's license or
   b) who is 18 years of age or older who possess a valid form of government issued photographic identification.
6. Gasoline powered golf carts, motorcycles and mini-bikes are prohibited in the Park. No visiting gasoline powered motorcycles will be permitted. All vehicles and golf carts must be parked in the carport.
7. All Resident owned motorized vehicles in the Park must be registered with the Park Office and display the Park decal obtained from the Park Office, so it is visible from the rear of the vehicle.
8. Golf carts must be registered with the Park Office 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 working lights.**
9. 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 or golf carts in the Park is prohibited.
10. 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 may 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 seventy-two (72) hour maximum parking pass in any thirty (30) 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 occupy the unit while parked anywhere in the community and may not be occupied during the day or overnight 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 not less than ninety (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 is 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. Emergency telephone numbers are posted at the Park Office, in the telephone directory and on the website.
4. Complaints must be submitted to the office in writing using the available Resident Issue/Complaint form, dated and signed. Management will not respond to anonymous or verbal complaints. The Park Office is closed on Saturday, Sunday and all legal holidays.
5. Fining of Violations: Management may initially choose to address the written complaint received from a resident via notification to the Owner-of-concern in person, via phone, or by issuing a Courtesy letter requesting compliance with the rule. If compliance is not achieved, Management must follow the fining process pursuant to FL Statute 719.303(3) which is subject to change. If the issue persists following notification, a second letter providing notice of non-compliance will be mailed, via certified mail, requesting resolution. The second letter provides warning that, if left unresolved, the issue may move forward to the Board of Directors for consideration of a fine or possible suspension of the right to use common elements and facilities. A minimum of 48-hour notice is provided for posting of the agenda for a Board of Director meeting to address fining. The board will determine their intent to levy a fine and the amount based on 719.303(3) allowances. They will recommend the Fining Committee establish a hearing. A Fining Committee consists of at least three (3) impartial members appointed by the Board who are not officers, directors, or employees of the association or the spouse, parent, child, brother, or sister of an officer, director, employee or of the violator. The role of the committee is limited to

determining whether to confirm or reject the fine or suspension levied by the board. A minimum of a 14-day notice for a Fining Committee meeting is provided to the violator via certified letter, which hearing they may attend, with or without witnesses, to speak on their behalf. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed by the Board of Directors. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The Association must provide written notice of the fine or suspension by mail or hand delivery to the Dwelling Unit owner and, if applicable, to any tenant, licensee, or invitee of the Dwelling Unit owner. The committee will also provide their recommendation to the Board of Directors at a Board meeting. Additionally, Management will report the number and types of complaints as well as the status of resolution to the Board of Directors at each Monthly Board Meeting.

6. The rights of the Association contained herein are cumulative and failure to exercise any right shall not operate to forfeit that or any other rights of the Association. No waiver by the Association of any rule or regulation shall be deemed to constitute or imply a further waiver of that or any rule or regulation.
7. All Rules and Regulations posted at the Clubhouse and other recreational areas shall be made a part of these Rules written herein.