

BAYSHORE WINDMILL VILLAGE CO-OP, INC.
A RESIDENTIAL COOPERATIVE
RULES AND REGULATIONS

Revised November 1, 2012

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the Members and Homeowners of the BAYSHORE WINDMILL VILLAGE MOBILE HOME PARK (hereinafter called the "Community") and to improve and maintain the appearance and reputation of the Community.

These rules have been established by the Board of Directors of the BAYSHORE WINDMILL VILLAGE CO-OP, INC. (hereinafter called the "Corporation") owner of the Community, and may be changed from time to time to achieve this and other purposes. Notice of changes in these rules shall be given to Residents at least ninety (90) days prior to the date of the implementation of the change.

I. DEFINITIONS:

1. Board of Directors – "Board of Directors" shall mean the current board of directors of BAYSHORE WINDMILL VILLAGE CO-OP, INC., a Florida not-for-profit corporation.
2. Community – "Community" shall mean BAYSHORE WINDMILL VILLAGE MOBILE HOME PARKK.
3. Cooperative Fee or Co-op Fee – "Co-op Fee" shall mean the monthly maintenance fee paid by the Member to the Corporation in accordance with the maintenance schedule established by the Corporation from time to time, which fee shall be due and payable by the Member on or before the 1st day of each month, and be delinquent after the fifth (5th) day of the month.
4. Cooperative or Corporation – "Cooperative" or "Corporation" shall mean BAYSHORE WINDMILL VILLAGE CO-OP, INC., a Florida not-for-profit corporation, the owner of the Community and landlord to Members and Home Owners.
5. Member – "Member" shall be the person or persons owning a Membership Certificate issued by the Corporation pursuant to the Articles of Incorporation and Bylaws.
6. Home Owners – "Home Owners" are mobile Home Owners who are not Members of the Cooperative but pay a monthly Lot Rental Amount pursuant to Chapter 723, *Florida Statutes*, in accordance with the schedule established by the Corporation, which is subject to change from time to time, which Lot Rental Amount shall be due and payable by the Home Owner on or before the first (1st) day of the month, and be delinquent after the fifth (5th) day of the month.
7. Guest – A "Guest" is defined as a person whose stay at the request or a Resident does not exceed fifteen (15) consecutive days or thirty days (30) total days per year, unless such person has the permission of the Corporation or unless permitted by a properly promulgated rule or regulation. The spouse of a Resident shall not be considered a Guest. For the protection and safety of all Residents, Guests who stay in the Community for more than twenty-four (24) hours must register their names with the Management. Guests are entirely (financially and legally) the responsibility of their host Resident and must comply with all Community Rules and Regulations.
8. We welcome children and ask only that their behavior not inconvenience other Community Residents.
9. Residents will be held financially responsible for the damages caused by their visiting Guests to private or Community property.

10. Children sixteen (16) years of age and under are not permitted in the service rooms, Activity Center, shuffleboard courts and pool area unless accompanied by a responsible adult eighteen (18) years of age or older.

11. Resident – “Resident” or “Residents” shall refer to both Members and Home Owners.

12. Management – “Management” shall mean the professional Manager employed by the Board of Directors and the Corporation to manage the Community facilities.

II. TO BECOME A RESIDENT IN THE COMMUNITY

1. Every person desiring to become a Resident in the Community must first fill out an application form and receive written approval from Managements. Management will use the application (which shall include a character, criminal, and financial check) to determine if the applicant is qualified to become a Resident under these Community Rules and Regulations. Approval is at the discretion of Management. At the time of application, the applicant must also present to Management for copying documentation of the age of all proposed occupants of the Manufactured home, which documentation shall include one of the following:

- (a) Current driver’s license;
- (b) Birth certificate;
- (c) Current passport;
- (d) Current immigration card; or
- (e) Such other documentation of comparable reliability containing a birth date.

2. Management reserves the right to refuse admittance to any prospective Resident on the basis of criteria established to determine the background, character, criminal, and financial responsibility of prospective Residents.

3. Management will require from each new prospective Resident an application fee not to exceed the greater of \$100.00 or the maximum cost allowed under Chapter 719 or Chapter 723, Florida Statutes, as applicable to defray any cost connected with the screening process.

4. This Community is intended to provide housing for older Persons. As such, no children will be accepted. Guests may stay in the Community as Guests of Residents no more than fifteen (15) consecutive days or thirty (30) total days per year. Except for occupants of manufactured homes in the Community at the time of the adoption of this amendment to the Rules and Regulations, and except as otherwise shown below, occupancy of a manufactured home shall not be permitted unless at least one person in such manufactured home is fifty-five (55) years of age or older; provided, however, all other occupants of the manufactured home must be at least forty-five years of age. In the event that all occupants of a manufactured home who are fifty-five (55) years of age or older shall die or otherwise discontinue occupancy of the Manufactured home, then the Community Owner/Management reserves the right to terminate the occupancy of the manufactured home by all persons under fifty-five (55) years of age, if continued occupancy would result in less than eighty percent (80%) of the Manufactured homes in the Community being occupied by at least one person fifty-five (55) years of age or older.

5. Ownership in Bayshore Windmill Village Co-op is restricted to no more than two (2) mobile home units.

III. MANUFACTURED HOME

1. Manufactured homes shall comply with all applicable governments’ ordinances.

2. Awnings or any other additions must meet Architectural Review Committee’s written approval and obtain all local or state permits if needed, prior to installation. All aluminum products must be of new material, of a minimum gauge according to code, and of the same or similar quality presently located in the Community.

3. All manufactured homes in the Community prior to initiation of the tenancy, are required to install concrete skirting, carport, attached utility shed, concrete steps, and sodden lawn, which shall be the same or similar type, style and be installed in accordance with local and state ordinances and once commenced, shall be completed timely. All exterior improvements must be approved by Architectural Review Committee prior to work being started.

4. Only treated wood can be used for outside improvements on the home or home site.

5. No plastic sheds are allowed.

IV. THE MANUFACTURED HOME SITE

1. The Resident is responsible for the overall appearance of the home site. It shall be kept orderly, neat, clean and free of litter. General care of flowering plants and shrubs is the responsibility of the Resident. Any damage caused by Residents plantings or removals of such, shall be the sole liability of the Resident.

2. If the Resident fails to trim weeds and take general care of its flowers and shrubs, Management shall have the right to maintain same and to charge a fee not less than \$25.00, which said sum shall be charged to the following month's rent and become additional rents.

3. If the Resident fails to keep the exterior of their unit clean (power washed), Management shall have the right to maintain same and charge a minimum of \$75.00, which said sum shall be charged to the following month's rent and become additional rent.

4. For the beauty of the Park, each Resident is required to keep their lot and driveway free from debris. Boxes, equipment, or appliances, etc. should not be stored on the outside of the mobile home, shed or utility room. Home sites must be kept free of fallen fruit from citrus trees by the Resident to avoid insect and rodent infestation as well as to keep lawn mowers from running over the fruit.

5. Only hand held watering is allowed. Hoses will not be left unattended. Watering of lawns is governed by state and local law.

6. The Resident shall not be permitted to rent or sublet its manufactured home without the prior written consent of Management. Any subtenant shall make application for admittance pursuant to these Rules.

7. Clotheslines must be the folding type.

8. The storage of boats, trailers, commercial vehicles and campers is expressly prohibited; they may only be store in designated areas, if any provided there is space available.

9. Resident is responsible for the maintenance and repair of clogged or broken aboveground sewer lines from the manufactured home to the underground sewer trap. In the event the Residents fails to maintain said line, Management may make said repairs on behalf of the Resident and charge the Resident a sum equal to costs plus an additional fee, which said sum shall be deemed to be due with the next month's Maintenance Fee or Lot Rental Amount as an additional fee.

10. The Resident shall be responsible for the maintenance of the aboveground water line from the manufactured home to the water valve provided by the Community and shall keep water valves in the interior of the manufactured home in a good state of repair.

11. Residents are responsible for the maintenance and repair of clogged or broken washing machine or garbage disposal drain lines.

12. The manufactured home Resident shall be responsible for the maintenance and replacement of electric lines from their manufactured home to and including the breaker. The responsibility for any other line shall be the electric company and not Management.

13. Electric, telephone and cable TV lines are installed at each home site. Residents will make their own application for service and will pay all bills rendered by the utility companies.

14. Any change in utility service to meet requirements of Residents will be done at Resident's expense.

15. All utility connections must comply with all governing ordinances.

V. RECREATION FACILITIES

1. Recreation facilities are provided for use of Residents and Guests. Guests must be accompanied by Residents unless otherwise stated in these Rules.

2. Equipment and facilities are used at your own risk.

3. Rules regarding each facility (i.e. laundry room, Activity Center, shuffleboard, and swimming pool) are posted for your safety and convenience in that respective area.

4. The consumption of alcoholic beverages shall be prohibited in any and all locations in the Manufacture home Community except in Residents' homes, and Recreation Committee approved activities at the Activities Center.

5. Activity Center: The Activity Center and its rooms are for the enjoyment and use of all the Residents. Each Resident shall be considerate of the rights of others when using the Activity Center. Upon completion of use of the Activity Center, the group that used the Activity Center shall leave the Activity Center in the same condition as they found it.

6. Shuffleboard: Please be a good sport and limit your play, if others are waiting. This does not apply to league participation.

7. Swimming Pool: The Resident shall utilize the swimming pool pursuant to the posted rules and be considerate of the rights of others.

8. No bare feet or swim suits, wet or dry, in the Activity Center. Renting or leasing of Activity Center shall not be allowed.

VI. PETS

1. No pets are allowed.

VII. SERVICE & COMPANION ANIMALS

1. Owners of Service or Companion Animals must comply with all applicable state, county and local laws.

2. All animals must be registered with the Park Office. All animals must be licensed and vaccinated. Copies of those documents must be filed with the Park Office.

3. Any complaints concerning animals, please call Manatee County Animal Services at 941-742-5933.

VIII. VEHICLES, TRAFFIC & TRAILERS

1. The speed limit in the Community is fifteen (15) MPH.
2. Pedestrians, golf carts and bicycles have the right of way.
3. Mini-bikes, ATV's, go-carts, are not allowed. (Excludes motorized wheelchairs). No motorcycles without stock mufflers, pipes or headers are allowed.
4. No commercial type vehicles will be parked on the home site, unless authorized by Management.
5. No overnight street parking is permitted. No lawn parking is permitted.
6. Guest remaining overnight must park in Activity Center parking lot or off the street in the Resident's driveway. No parking in other Resident's driveway, without written permission and a copy to be on file with Management.
7. No unlicensed or inoperative vehicles are permitted.
8. Major automobile repairs are not allowed.
9. Management specifically reserves the right to restrict the operation of all delivery transportation or other vehicles traffic within the manufactured home Community which Management deems to be detrimental to the interest of safety and traffic control, the wellbeing of the Residents and preservation of the manufactured home Community grounds and roadways.
10. No more than two (2) vehicles are allowed for each lot. An exception may be where additional spaces have been provided by management.

IX. LAUNDRY

1. The laundry is open daily.
2. Do not overload or abuse machines. Clean washers and dryers after using. Put refuse in containers.
3. Laundry drying is permitted in designated areas. Clothes are to be removed from the line as soon as they are dry.

X. REFUSE

1. Every Resident has a responsibility to help keep the Community clean and neat. Proper disposal of garbage and refuse is important to our health.
2. Each Resident will have his own trash cans or galvanized metal or heavy plastic with tight fitting lids. Trash cans need to be removed from the curb as soon as possible after collection. All refuse must be placed in plastic bags or trash cans and placed at curbside on appropriate pickup days. Plastic bags are NOT to be put out overnight.
3. All grass cuttings, leaves, trimmings, etc. should be placed in plastic bags adequate for pickup. Tree trimmings, small braches and other materials not suitable for plastic bags must be tied and bundled neatly and placed at curbside for pickup on designated days.
4. No burning of trash leaves or other material is allowed.

XI. SELLING AND SOLICITING

1. Selling, soliciting, peddling or such other commercial enterprise within the community is not permitted. This rule shall not be deemed to inhibit the right of Residents to peaceably assemble and communicate as provided by Chapters 719 and/or 723, Florida Statutes, as applicable.
2. Notify Management immediately if any solicitors bother you.
3. No more than one "For Sale" or "Rent" sign, not to exceed 225 square inches may be placed on or inside the manufactured home.

XII. RESPONSIBILITIES

1. Bayshore Windmill Village Co-op, Inc. shall not be responsible for the loss or damage caused by accident, fire, theft or act of God to any manufactured home or personal property left by Resident or their Guests on the premises. Bayshore Windmill Village Co-op, Inc. shall not have any liability for supplies or equipment sent to the Activity Center for private use by any Resident.
2. Bayshore Windmill Village Co-op, Inc. shall not be liable for accident or injury to life or property through Residents' use of Recreational Facilities. Residents and Guests avail themselves of these facilities at their own risk.

XIII. REMOVAL OF MANUFACTURED HOME

1. Management shall be notified of the impending removal of a manufactured home from the Community property. All permits to be secured and copies to be given to Management before removal. Management shall supervise the removal. The Resident shall be responsible for any damage caused to Community property during the removal process. Management shall have the right to require a damage deposit as Management deems appropriate prior to removal.

XIV. MISCELLANEOUS

1. Noise, loud and annoying parties or language are not allowed at any time.
2. Quiet time is between 10:00 p.m. and 8:00 a.m. Please refrain from any noises that could disturb your neighbors during this time.
3. Report vandalism of private or Community property to Management promptly. Management needs to follow up on all reports with a written report.
4. A complaint form is available in the office. Please complete, sign and place form in an envelope and put the envelope in the mailbox slot outside of the office. Only signed forms will be reviewed by the Manager and the Board of Directors. The name of the complainant will be kept confidential unless needed in legal proceedings. The complaint will be investigated and appropriate action taken.
5. Rule infractions shall be brought to Resident's attention as part of Management's service.
6. Construction Contractors must register at the Office before beginning any projects or jobs for park Residents or for the Co-op.

XV. AMENDMENT OF THE RULES AND REGULATIONS

1. The Corporation shall give written notice to each Resident at least (90) days prior to any change in Rules and Regulations. Rules adopted as a result of restrictions imposed by Governmental entities and required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.
2. A committee, not to exceed five (5) in number, designated by a majority of the Home Owners, or, if a homeowners association has been formed pursuant to Chapter 723, Florida Statutes, designated by the board of directors, may request a meeting with the Community owner to discuss such change, which meeting shall be held within thirty (30) days of the notice of rule change from the Community owner. Within fifteen (15) days of the meeting described above, the Home Owners may request that the dispute be submitted to mediation pursuant to Section 723.038, Florida Statutes, if a majority of the Homeowners' association (if one has been established) has stated, in writing, that the change in the Rules and Regulations is unreasonable.
3. If both parties subsequently agree, they may request that the dispute be arbitrated rather than mediated. No action relating to a dispute as to changes in Rules and Regulations may be filed in any court unless and until a request has been submitted to the division for mediation or arbitration and the request has been processed in accordance with Section 723.038, Florida Statutes. If a party refuses to agree to mediate or arbitrate, or fails to request mediation, upon proper request, that party shall not be entitled to the attorney's fees in any action relating to a dispute as described in this paragraph. However, the mediation or arbitration shall not be binding unless the parties agree otherwise in writing.

XVI. FIRE, EMERGENCIES AND SAFETY

1. In the event you have called for fire or police assistance, notify Management as soon as possible.
2. In the event of an emergency, Management shall have the right to enter upon the property of the Resident and take whatever steps it deems necessary to protect the property of Residents, other Residents and /or Management. The cost of effecting any such emergency action shall be charged to the Resident in the amount equal to actual costs.

XVII. COVENANT OF RESIDENTS

1. Resident expressly covenants to use the land premises as a site of a single family Manufactured home residence and for no other purposes.
2. Resident shall pay the Co-op five dollars (\$5.00) a day on the sixth day of the month and five dollars (\$5.00) per day thereafter as a late fee until monthly Maintenance Fee or Lot Rental Amount is paid in full. The Resident shall pay the Co-op any cost incurred for any check returned unpaid. Said sums shall be deemed additional Lot Rental Amount.

XVIII. RULES AND REGULATIONS ENFORCEMENT

1. The failure of Management to enforce any of the Rules and Regulations shall not be deemed as a waiver of the right to enforce the Rules and Regulations at a later date. Management shall not be liable for its failure to enforce any Rule and Regulation.
2. In the event any Rule and Regulation is held invalid or unenforceable, said invalidity shall not affect the remaining Rules and Regulations.