

## RULES AND REGULATIONS OF SUNSHINE CITY

We welcome you to Sunshine City and hope you will find happiness and serenity in your new home. All of us here try to live by the "Golden Rule" and to be good neighbors. Many of our rules and regulations are based on what is required of us by law. They have been adopted for the mutual benefit of you and your neighbors.

Part I of these rules and regulations pertain to all Residents and guests of Sunshine City.

### I.OCCUPANCY.

A.Unless prior written permission is obtained from the Management, only the owner or owners of a mobile home in the park may be registered occupants of the mobile home.

B.Only persons who have registered with and have been approved by the Management may be occupants of the Resident's mobile home. Occupancy shall be restricted to the owner or owners of the mobile home and such other persons as are disclosed to the Management at the time the Resident enters into an oral or written Lease Agreement with the Management.

c Resident shall use his lot solely for the non-permanent installation thereon of a mobile home to be occupied as a single family residence. The Resident shall not use or occupy the lot for any other purpose.

d Occupancy is for single family residence and shall include unrelated

persons living in a single housekeeping unit not exceeding the number of persons permitted pursuant to the Declaration of Covenants Restrictions, Limitations, Conditions, Charges and Uses, recorded O.R. Book 6865 Page 283 of the Public Records Of Broward County, Florida as same shall be amending from time to time, state federal and local laws, rules and ordinances providing or regulating the permitted number of persons per dwelling unit.

e. ALL UNIT OWNERS AND/OR RESIDENTS ARE SUBJECT TO THE FAIR HOUSING ACT AND EACH MUST NOTIFY ALL REALTORS PROSPECTIVE BUYERS AND RENTERS THAT THE UNITS ARE SUBJECT TO THE FAIR HOUSING ACT.

### II. SETUP

Mobile homes must be placed in a uniform manner, blocked, and all utilities connected in accordance with the Occupancy Code and local regulations. Tiedowns must be installed immediately and meet State, County and local requirements. Skirting of one of the following types must be installed within sixty (60) days after a Resident's mobile home is delivered to his lot. (a) Prefinished, painted aluminum skirting, or (b) finished concrete skirting. It is the resident's obligation to see that the mobile home he owns complies with all state laws and all county and local regulations, ordinances and requirements.

### III.LOT IMPROVEMENTS.

A.Before any installation of equipment or construction of any improvement or addition is undertaken, the Resident must first obtain written approval from the Management and all necessary approvals and permits from the pertinent county or local governmental authorities.

B.All additions and improvements must comply with all applicable county and local building, zoning and health codes.

C.Playground equipment or fences may not be placed or constructed on the Resident's lot.

D.Approval by the Management is necessary to protect the underground utilities, continuity of park appearance and safety of park Residents.

E.In addition, to all other remedies available to it, the Management may require; that the Resident remove any unapproved construction or equipment at Resident's expense.

### IV.LOT CARE.

A Resident's Duty.

It shall be the duty of the Resident and not the duty of Management to see that his mobile home and lot are maintained in compliance with all applicable state, county and local building, housing, zoning and health codes or any other similar or related requirements that may be imposed by statute, ordinance and regulation, including, but not limited to, those contained in Florida Statutes.

B Each Resident will be responsible for the maintenance and cleanliness of his lot.

#### C.Storage.

All goods or property of the Resident must be stored inside or beneath the mobile home or inside a utility shed kept on the lot.

#### D.Utility Sheds.

Utility sheds must comply with county and local zoning regulations and be kept painted and in good condition.

### V.LAWN CARE, SHRUBBERY.

#### A.Resident's Duty.

Each Resident is responsible for keeping his lot mowed, edged and watered.

B.Management specifically reserves the right to notify the Resident of his failure to abide by this Rule. Upon failure of the Resident to take appropriate corrective action within three (3) days after receipt of such notice, the Management may have the necessary work performed. Resident will be charged for such work at the rate of Ten Dollars (\$10.00) per hour. The maximum charge for any single occurrence, however, shall not exceed Fifty Dollars (\$50.00).

#### C.Shrubbery and Landscaping.

Additional shrubbery and landscaping may be planted by the Resident, but to protect the underground utilities and maintain park appearance, it is necessary for the Resident to receive written approval from the Management prior to planting.

D.Any hedges which are planted must be kept trimmed to a height of less than four (4) feet.

### VI.LAUNDRY FACILITIES; WASHING MACHINES.

#### A Washers and Dryers.

Coin-operated washers and dryers have been provided by the Management in the Community Building.

#### B.Management's Responsibility.

The Management, however, is not responsible for any loss of clothing due to theft or vandalism.

#### C.Clotheslines.

No clothes lines of any type are permitted in the park.

D.No laundry, clothing, bedding, towels, rugs or similar items of any type may be hung outdoors.

### VII.VEHICLE PARKING; STORAGE; REPAIRS.

A.Each lot is provided with parking space for two cars. Cars or other vehicles are not to be parked on the grass, the streets or on the road rightofways. If there is not room on a Resident's lot for a Resident, his guests or any occupant of the mobile home to properly park their car, it is the Resident's responsibility to locate alternate parking outside the park premises both for himself and his guests.

#### B.Parking Restrictions.

1.The parking or storage of boats, campers, utility or travel trailers, recreational vehicles, commercial trucks, or disabled vehicles on your lot is prohibited. Limited storage space is available for travel trailers, boats and recreational vehicles in a specially designated storage area within the park.

2.No person shall park any vehicle or allow any guest to park any vehicle upon a street in such a manner or under such condition as to be availability less than ten (10) feet of width of the roadway for free movement of vehicular traffic.



3. Where streets are not completely paved or curbs provided, the parking of a car shall not usurp any of the paved portion of the street.

#### C. Repairs.

Before a resident may undertake to repair, recondition or otherwise mechanically service a vehicle on park premises, other than minor repair work, he must first obtain approval from the Management. This approval will be withheld if, in the opinion of the Management, the activity will be unsightly or require more than five (5) hours to complete.

### VIII. VEHICLES.

A. Vehicles larger than a single axle pick-up truck may not enter the park premises unless on an approved commercial business call.

B. Motor-bikes and mini-bikes are prohibited anywhere in the park.

C. All motor vehicles must bear valid license plates, have property registration and be operated by a duly licensed driver.

D. Motorcycles may not be driven on other than the paved roadways, and must be used solely as transportation in and out of the park by the shortest possible route.

### IX. SPEEDING.

The speed limit for vehicles in the park is posted. Speeding in excess of the posted limits will not be tolerated and constitutes a violation of the rules and regulations of Sunshine City.

### X. PETS.

A. Residents shall obtain prior written approval for housepets.

B. Housepets shall not exceed forty (40) pounds in weight.

C. All pets must be registered with the Management to comply with county regulations and no more than two housepets are permitted in any mobile home.

D. All animals must be collared and currently licensed.

E. Pets must be kept under control at all times and must be on a leash when outdoor.

F. Pets may not be tied outside at any time, and are not allowed at the Community Building or other recreational facilities of the park.

G. Doghouses, kennels or the breeding of animals are not permitted.

H. Any pet that, in the opinion of the Management, becomes a nuisance to others, must be removed from the park.

### XI. WATER USAGE.

A hose connection is located near your lot to supply water for the care and maintenance of the plants and grass on your lot. Since water is a precious commodity, however, you are asked to exercise care in your use of water. The wasteful consumption or use of water is prohibited. It is the Resident's obligation to repair or replace promptly all leaking faucets, commodes, fixtures and pipes within his mobile home.

### XII. PARK FACILITIES.

A. The hours and rules governing use of the Community Building, pool and other recreational facilities and the laundry are posted and must be obeyed. B. All persons who use the pool do so at their own risk. Use of the recreational facilities by Residents and their guests is at the discretion of the Management.

C. Visiting children under the age of sixteen (16) may use pool only if accompanied by Resident adult host.

D. No loitering is permitted in or around the Community Building.

### XIII. ALCOHOLIC BEVERAGES.

Alcoholic beverages may not be consumed in the recreational areas or any common areas of Sunshine City.;

#### XIV.GARBAGE REMOVAL.

Garbage and other refuse is to be securely wrapped in plastic bags and placed in garbage cans or receptacles to be kept on the Resident's lot. It is the Resident's obligation to obtain sufficient containers for this purpose. On garbage pickup days, the plastic bags are to be placed at the roadside. The Resident is responsible for the cleanliness and sanitary care of any garbage receptacles kept on his lot.

#### XV.UTILITIES.

A.All fees or charges for the following utility services, including fees and charges for the installation, hookup or connection of such utilities by the companies providing such services shall be the obligation of and shall be paid for by the Resident: electricity, gas, water, sewage and telephone.

B.The Management shall not be liable to the Resident if any of the above utility services are interrupted, terminated or discontinued.

C.The Management shall provide the Resident with garbage removal.

#### XVI.MASTER TELEVISION ANTENNA SYSTEM; ANTENNAS.

A.An underground master television antenna system has been installed in Sunshine City.

B.If the Resident wishes to use this system, the Resident, at his own expense, must have the system's cable connected, by a qualified technician.

C.After the system has been connected, no charge for use of the system will be imposed by the Management.

D.The Management, however, shall not be liable to the Resident if, for any reason, the service is interrupted, terminated or discontinued.

E.No outside television or radio antennas are permitted in the park.

F.Ham radios or any other equipment which interfere with television reception are prohibited.

G.Residents shall keep their radios, record players, television sets and other sound producing devices at a moderate level at all times and particularly during the hours of 10:00 p.m. to 8:30 a.m.

#### XVII.AIR CONDITION UNITS.

Only central air conditioning units, with the compressor installed outside the mobile home, are permitted. The use of window units, roof top coolers, or makeshift attachments of any type are prohibited.

#### XVIII.EXTERIOR LIGHTING.

Exterior lighting on such mobile home shall be shaded and not create a nuisance or annoy other residents.

#### XVIX.NOISE.

Noise or conduct which the Management finds objectionable or which is a nuisance or disturbs other residents or which constitutes a breach of the peace is prohibited.

#### XX.BUSINESSES.

No resident or any occupant of his home shall conduct a business or other commercial enterprise, or engage in soliciting or peddling of any nature within the park.

#### XXI.RIGHT OF ENTRY.

A.The Management shall have not right of access to a mobile home unless the mobile home owner's prior written consent has been obtained or to prevent imminent danger to the occupant or the mobile home.

B.Such consent may be revoked in writing by the mobile home owner at any time.

C.The Management shall, however, have the right of entry onto the lot for purposes of repair and replacement of utilities and protection of the mobile home park at all reasonable times, but not in such manner or at such time as to interfere unreasonably with



the mobile home owner's quiet enjoyment of said lot.

#### XXII.LAWS.

A. All federal and state laws as well as all local regulations or ordinances must be obeyed by the Resident.

#### XXIII.GUESTS.

A.All persons who have not registered with the Management as approved occupants of a mobile home within the park and who are temporary occupants of a mobile home on park premises at the invitation of a Resident shall be considered guests.

B.All guests staying overnight must register with the Management.

C.Persons who stay with Residents of the park for more than twenty-one (21) days in any forty-five (45) day period shall be considered occupants of the mobile home and not guests. if this will result in the home being occupied by more than the permissible number of persons or by persons not permitted as occupants, it will be a violation of these Rules and Regulations.

D.Guests or any other persons on park premises at the request, invitation, approval or consent of the Resident are entirely the responsibility of the Resident. All such persons must comply with park regulations.

E.The park recreational facilities, Community Building, pool and other amenities are primarily for the use and enjoyment of the residents of the park. when conditions permit and facilities are not overcrowded, guests will be permitted to use such facility and amenities in accordance with the provisions of Paragraph 14, above.

#### XXIV.MODIFICATION OF RULES AND REGULATIONS.

The Management reserves the right to change, delete, amend or add to these Rules and Regulations as it deems necessary. The Management specifically reserves the right to increase rental rates, fees, charges or assessments imposed on Resident either by amendment or addition to these rules, provided written notice is given as hereafter described. All changes, deletions, amendments or additions to these Rules and Regulations shall be effective only after the Management has provided at least ninety (90) days' written notice to all residents. Notice may be given either by mail or hand delivery and shall specify the date that any such change, deletion, amendment or addition shall be implemented.

#### XXV.ATTORNEYS' FEES.

If the Management is required to take any action to enforce these Rules and Regulations and Management prevails, the Resident agrees to pay for all reasonable costs and expenses incurred by the Management, including attorneys' fees. Attorneys' fees shall include any attorney's fees incurred on appeal.

#### XXVI.RESPONSIBILITY FOR DAMAGES.

A. The Resident shall be responsible for any damage or injury to park property or premises, or any other loss resulting to the Management due to acts of the Resident, occupants of his mobile home or persons on park premises at the invitation or with the consent of the Resident.

B.Failure to make prompt payment for any such damage, injury or loss shall be a violation of these rules, provided Resident has been given an itemized statement of the damage, injury or loss incurred.

#### XXVII.LIABILITY OF MANAGEMENT.

A.Any mobile home placed or located on a lot in the park shall be at the risk of the Resident.

B.The Management shall not be liable for loss, injury or damage suffered by a Resident, an occupant or guest of Resident or any one on park premises with the consent of a Resident where such loss, injury or damage is due to vandalism, theft, Act of God, or any other cause not attributable to the negligent or willful actions of the Management.

#### XXVIII DESTRUCTION OR CASUALTY.

A.If a Resident's mobile home or any part thereof shall at any time be destroyed or damaged by fire or other cause so as to be unfit or unsafe for use or occupancy by the Resident, the Resident must make said mobile home safe and fit for occupancy within fifteen (15) days after receiving notice from the Management.

B.The Resident, however, at his option, may choose to terminate his Lease Agreement without further liability for rent, and remove the mobile home from the park premises.

#### XXVIX.EASEMENTS.

The Management shall have the right to grant easements in, under and through the property rented by the Resident for the installation, inspection, maintenance, repair and/or replacement of utilities, including by not limited

to, water, sewer, electricity, telephone and television. The Resident shall not be entitled to any compensation or abatement of rent for such easements, provided the easements do not substantially interfere with the use of the rented property.

#### XXX.COMPLAINTS.

All complaints submitted to the Management must be in writing and signed. Complaints should be delivered to the park office.

#### XXXI.NOTICES AND DEMANDS.

A.You are hereby notified that Mr. Max W. Edwards Jr. authorizes to receive all notices and demands on behalf of the Management. Until you receive further notice, all notices and demands should be sent to such person at the following address: 495 Commodore Drive, Fort Lauderdale, Florida 33325.

#### XXXII.MISCELLANEOUS.

The term "Resident" as it is used herein shall mean all lot owners and all persons who enter into an oral or written Lease Agreement for a lot in Sunshine City. The term "park" as used herein shall mean Sunshine City.

#### XXXIII.EFFECTIVE DATE.

These Rules and Regulations shall be effective 8/20/95 and shall supersede all prior Rules and Regulations of the park.

Except for Article 1, Paragraphs D&E which shall be in force and effective May 9, 1995. The undersigned hereby acknowledge receipt of a copy of the above Rules and Regulations.

Resident

  

---

## P A R T T W O

Rules pertaining to persons who enter into oral or written Lease Agreement for a lot in Sunshine City.

I.All rules described in Part One of these Rules and Regulations as well as the Rules and Regulations described in this Part II apply to persons enterig into oral or written Lease Agreements for a lot in Sunshine City.

### II.MONTHLY RENT.

#### A.Rental Payment Date.

Rent is payable in advance on or before the first of each month.

#### B.Late Charges.

Payments received after the tenth (10) day of the month will incur a Ten (\$10.00) Dollar late charge which is due and payable with the monthly rent.

C Management's acceptance of any monthly rent payment without payment of a late charge which has been incurred pursuant to paragraph I.B. does not operate as a waiver of said charge for the month when the late charge has incurred nor as a waiver to future late charges in subsequent months. Management specifically reserves the right to require any outstanding late charges be paid in any subsequent month or at the option of the Management, any outstanding late charges may be charged to Resident's security deposit at the termination of the Resident's lease.

### III.DAMAGE AND SECURITY DEPOSIT.

#### A.Payment of Damage and Security Deposit.

Each Resident is required to pay a Damage and Security deposit equal to one

(1) month's base rental payment. This deposit shall be security for the full and faithul performance of all the terms and conditions of any

oral or written Lease Agreement to be performed by the Resident. In addition, the deposit shall also be security for the full and faithful compliance by the Resident with the terms of Sunshine City's Rules and Regulations, as well as all statutory duties and obligations of the Resident as a tenant.

B.Your deposit will be held by the Management and administered in accordance with the requirements of Section 83.49, Florida Statutes, and the terms of the attached Damage and Security deposit form, which is marked Schedule A. The deposit will be returned to you within fifteen (15) days of vacating the premises unless a claim is imposed, or has been imposed, after proper notice, for:

(a)costs and expenses incurred by the Management in restoring the rented property and appurtenances thereto to good condition, order and repair;

(b)costs and expenses incurred by the Management in repairing any utilities provided to the rented property which were damaged during the tenancy;

(c)any damage or loss suffered by the management as a result of Management's failure to comply with the requirements of any oral or written Lease Agreement, the park Rules or Regulations, or the Resident's statutory duties and obligations as a tenant;

(d)failure of Resident to give at least fifteen (15) days written notice as provided in Paragraph 31 prior to abandoning or vacating the rented property; or

(e)Any outstanding late charges which have not been paid.



C. Notice to Impose Claim on Damage and Security Deposit. The Resident shall not be entitled to the notice provided for by Section 83.49, Florida Statutes, in the event he has an oral Lease Agreement with the Management and abandons or vacates the premises without giving the Management at least seven (7) days prior notice by certified mail. Nor shall the Resident be entitled to such notice in the event he vacates or abandons the premises prior to the expiration of the term specified in a written Lease Agreement without giving said seven (7) days notice by certified mail.

#### IV. LAWS.

##### A. CHAPTER 723 OF FLORIDA STATUTES GOVERNS MOBILE HOME PARK TENANCIES

B. The Resident must also fully and faithfully comply with all the terms and conditions of any Lease agreement, oral or written, entered into with the Management.

#### V. TERMINATION.

It shall be a default under a Resident's Lease Agreement, whether oral or written, if:

A. the Resident shall fail to pay the rent and such failure to pay continues for at least three (5) days after delivery of written notice as provided in Section 723.061, Florida Statutes; or

B. the Resident shall fail to observe any covenant, condition or agreement to be performed or observed by the Resident as a tenant, including all Rules and Regulations of the park of which the Resident has notice, and such act or omission by Resident continues for at least thirty (30) days following delivery of written notice as specified and provided for in Florida Statutes.

C. Upon the occurrence of any such default, the Management, at its option, shall have the right:

1. to bring summary proceedings for possession;

2. pursue any other remedy available to it under statute, in law or in equity.

3. the exercise of any one right shall not preclude the simultaneous or subsequent exercise of any other right or remedy available to the Management.

#### VI. EVICTION.

A. The Resident may be evicted for the non-payment of rent provided Management has delivered three (5) day written notice of demand for payment or possession as required by 723.061, Florida Statutes.

B. The Resident may also be evicted upon conviction of a violation of a state or federal law or local ordinance if such violation is deemed by the management to be detrimental to the health, safety or welfare of other dwellers in the park.

C. The Resident may be evicted for violation of any park rule or regulation provided he has received written notice of the grounds of eviction at least thirty (30) days prior to the date he is required to vacate.

D. The Resident may be evicted where there has been a change in use of land comprising the park or portion thereof on which his mobile home is located from mobile home lot rental to some other use, provided he and all similarly affected residents are given at least six months' notice of the projected change of use and of their need to secure other accommodations. A Resident may be evicted after occupying the mobile home park for a substantial duration provided at least twelve (12) months' written notice of such eviction is given by the Management.

#### VII. NOTICE OF TERMINATION FROM RESIDENT.

A. Residents who have an oral Lease Agreement with the Management must give written notice of their intention to terminate their Lease Agreement at least fifteen (15) days prior to the end of the month.

B. Residents who have given written notice as provided herein are required to vacate the premises and remove all property on or before the last day of the month during which they have given notice to vacate.

#### VIII. SHRUBBERY AND LANDSCAPING.



A. Additional shrubbery and landscaping may be planted by the Resident, but to protect the underground utilities and maintain park appearance, it is necessary for the Resident to receive written approval from the Management prior to planting.

B. Any hedges which are planted must be kept trimmed to a height of less than four (4) feet. All such shrubbery and landscaping becomes park property when it is planted, and may not be removed without prior written permission of Management.

I

#### X.MISCELLANEOUS.

The term "Resident" as it is used herein shall mean all lot owners and all persons who enter into an oral or written Lease Agreement for a lot in Sunshine City. The term "park" as used herein shall mean Sunshine City.

#### X.EFFECTIVE DATE.

These Rules and Regulations shall be effective 8/20/95 and shall supersede all prior Rules and Regulations of the park, excepting for Article 1, Paragraphs D&E which shall be in full force and effective May 9, 1995.

The undersigned hereby acknowledge receipt of a copy of the above Rules and Regulations.

"Resident"

Date