

**PARADISE ISLAND CO-OP, INC.**  
**A RESIDENTIAL COOPERATIVE**

**RULES AND REGULATIONS**

**JULY 2019**

The purpose of the Rules and Regulations is to promote the comfort, welfare, and safety of the Residents of PARADISE ISLAND (from now on 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 (from now on called the BOD) of the PARADISE ISLAND CO-OP, INC (from now on called the "Corporation or Co-Op") owner of the Community and may be changed from time to time to achieve this and other purposes. Notice of changes in these rules shall be given to the Members at least thirty (30) days before the date of the implementation of the changes and ninety (90) days for Leaseholders.

**I. DEFINITIONS**

1. Board of Directors – "Board of Directors" shall mean the current Board of Directors of PARADISE ISLAND CO-OP, INC., a Florida not-for-profit corporation.
2. Community - "Community" shall mean PARADISE ISLAND.
3. Cooperative Fee or Monthly Fee – "Cooperative Fee" or "Monthly Fee" shall mean the monthly maintenance and/or common expenses paid by the resident 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 resident on or before the 1<sup>st</sup> day of each month and be delinquent after the fifth (5<sup>th</sup>) day of the month. The Co-Op may charge a late administrative fee per 719.108(3), Florida Statutes, in an amount not to exceed the greater of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late.
4. Corporation or Co-Op or BOD – "Corporation" or "Co-Op" shall mean PARADISE ISLAND CO-OP, INC., a Florida not-for-profit corporation, the owner of the Community and landlord to Residents. "BOD" shall refer to Board of Directors of the Corporation.
5. Guest – A "Guest" is defined as a person whose stay at the request of a Resident does not exceed thirty (30) total days in any continuous 365 day period, unless such person has the permission of the Co-Op Board of Directors (BOD)/Management or unless permitted by a duly promulgated rule or regulation. The spouse, life partner or common law companion of a Resident shall not be considered a guest.
6. Management – "Management" shall mean the professional manager employed by the Board of Directors and the Co-Op to manage the Community.
7. Member – "Member" or "Shareholder" shall be the person or persons owning a Membership Certificate issued by the Corporation under the Articles of Incorporation and the Bylaws.
8. Resident – "Resident" or "Residents" shall refer to Members, Leaseholders, and Occupants.
9. Leaseholder – "Leaseholder" shall mean an occupant of a manufactured home in the Community who is not a Member, but who occupies the Unit (as hereinafter defined) of a Member or a manufactured home owned by the Corporation, or a person who is not a Member but owns his or her own home which is located on a Unit owned by the Corporation.

10. Occupant – “Occupant” shall refer to a person who lives in the park, has passed a background check but is not a Shareholder or Leaseholder.
11. Caregiver -- A “Caregiver” is a person living in a unit on a temporary basis with the express purpose of providing nursing or palliative care to a Resident.
12. Unit – “Unit” or “Units,” “Lot,” or “Plot” shall refer to the cooperative parcel upon which a Member’s manufactured home is located or a rental parcel upon which a Resident’s manufactured home is located, as said parcels are shown on the Plot Plan, which is Exhibit “11” to the Prospectus.

## II. MEMBERSHIP IN THE COOPERATIVE OR COMMUNITY

1. It is the intent of the Corporation that the Community is operated as “housing for older persons” by the Federal Housing for Older Persons Act (HOPA) of 1995 (as amended or modified from time to time, “HOPA”). Under HOPA, “older persons” are defined as persons fifty-five (55) years of age or older. The Community complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. Unless they were already in residence before the formation of the Cooperative, at least eighty percent (80%) of all occupied Units within the Community must be permanently occupied by at least one Resident fifty-five (55) years of age or older. Any other resident must be at least 45 years of age. All prospective Residents of the Community will be screened for compliance with these provisions. Under HOPA, the Corporation, may, in its sole discretion: (a) modify this requirement, (b) limit its enforcement, or (c) strictly enforce this rule as a result of its interpretation under Federal or State law. Occupancy in the community is predicated on there being no more than two (2) persons per unit. Procedures, including required BOD and Park management approval, are in place for adding a third person to a unit.
2. Every person desiring to become a Resident in the Cooperative must fill out a membership application form. Management will use the application (which may include credit and background checks) to determine if the applicant is qualified to become a Resident in the Community and a Member of the Cooperative. Approval is at the discretion of the Paradise Island Board of Directors and 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 for each applicant:
  - 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.
3. The Board of Directors may approve or reject applications for purchase of a Membership interest in the Co-Op. All applicants for Co-Op membership shall be considered desirable and compatible with the community to be accepted for admittance and must meet specific financial criteria as established by the Board of Directors.
4. The Co-Op reserves the right to refuse admittance to any prospective Resident by the criteria established to determine the background, character and financial responsibility of potential Members.
5. The Co-Op reserves the right to require an application fee not to exceed the greater of \$100 or the maximum cost allowed under either 719.106(1)(i), or Chapter 723 of the Florida Statutes, whichever is applicable, to defray any cost connected with the screening process. There is an additional fee charged for administrative work. If this fee is determined to be a fee prohibited by Florida Statute 719.106(1)(i) or Florida Statute 723, it will be refunded. The failure of any prospective Resident to provide general background information, personal references and proof of financial responsibility shall be deemed a cause for refusal of membership or tenancy.

6. Determination by the Co-Op that the Resident misstated or misrepresented any information on any application or entry forms required by the Co-Op prior to admittance as a Resident of the Community and/or a Member of the Co-Op shall constitute a violation of these Rules and Regulations, and the Co-Op shall have all rights and remedies permitted in the Declaration of Master Form Occupancy Agreement, Chapter 719, Florida Statutes, or Chapter 723, Florida Statutes, as applicable.

### III. GUESTS AND CAREGIVERS

1. A Guest (As fully defined in sect. I, para 5), may remain with a Resident for no more than thirty (30) total days in any continuous 365 day period, unless such person has the written permission of the Co-Op BOD or unless permitted by a duly promulgated rule or regulation. All persons desiring to reside in the Community for longer than thirty (30) total days per year must notify Management/BOD and must submit all required materials for residency application. In the event "Guest(s)" stay in the community longer than thirty (30) total days per year, an additional fee of ~~FIFTY DOLLARS (\$50)~~ ONE HUNDRED DOLLARS (\$100) per month per Guest will be assessed subject to adjustment by the BOD, and both the Guest and Resident hosting the Guest may be subject to removal in accordance with Rules and Regulations, Chapter 719, or Chapter 723, as applicable. Guests are entirely (financially and legally) the responsibility of their host Resident and must comply with all Community rules and regulations. The Community facilities are primarily for the use and enjoyment of the residents. When conditions permit and facilities are not overcrowded, registered Guests will be permitted to use the facilities. All Guests under the age of eighteen (18) must be accompanied by host resident at all times when using any Community facilities.
  - a. The Resident is responsible for acquainting his guests with the rules and regulations of the Community
  - b. Guests under the age of ten shall be accompanied by an adult when leaving the immediate area of where they are visiting.
2. Concerning Live-in Resident Caregivers: The Corporation intends that the Community shall comply with The Florida Department of Elder Affairs, Chapter 58H-1, Home Care for the Elderly requirements, as well as the Florida and Federal Fair Housing Act.
  - a. A Resident Caregiver is 1 (one) person who regularly visits a unit or, in appropriate circumstances, resides with a disabled/handicapped resident to provide care necessary to alleviate a symptom of the resident's disability. All Resident Caregivers must register with the community office upon arrival, and all Resident Caregivers are subject to the same background screening as any new occupant.
3. Exceptions or modifications of these Guest or Caregiver requirements may be made upon request to the Co-Op BOD.

### IV. THE MANUFACTURED HOME

1. Before the installation of any newly-purchased manufactured home, proposed Resident(s) shall submit to the Board of Directors all required information for a compliant installation under all rules, regulations, and applicable authorities. Any new manufactured home must be at least 24 feet wide. The maximum length and the optimum position on the Unit will be determined upon examination of the site by the Board of Directors.
2. Newly installed manufactured homes must be set up to include the following appurtenances within 30 days from the date of placement on the lot:
  - a. Carport or garage utility room
  - b. Under skirting
  - c. Planter in front of the mobile home

3. No new construction by a Resident of any kind; or additions to existing structures; including sheds, docks, or fences; or any excavation, alteration of common land—including the addition or removal of trees surrounding the home, shall commence prior to the Resident submitting drawings and specification to Management and obtaining written approval from the BOD or Management before proceeding with the activity. Before any exterior painting, color samples must be submitted to Management/BOD for approval.
4. Residents must obtain, at their own cost and expense, all permits and fees required by appropriate Governmental Authorities, including without limitation, utility room permits, building permits and all impact and setup fees. Residents must provide Management with proof of payment and receipt of any such permits and fees, including the release of any possible liens entered into by the resident's contractors, sub-contractors, and suppliers without limit (residents are entitled to this information from the contractor). At the time of final payment, the owner must obtain and provide to the office (and the contractor's responsibility to furnish) a "Contractor's Final Affidavit" document attesting that the work accomplished is lien free.
5. Residents must obtain the Co-Op's approval of all contractors used by Residents to set up their manufactured home, including water, electrical, and mechanical contractors. All hired contractors must have class "A" contractor's licenses, insurance liability, and workers' compensation policies that are active and the coverage amounts are adequate.
6. Before commencement of any manufactured home setup, the Resident or Resident's contractors shall post a \$35,000 bond with a term of not less than one (1) year to insure against damage to the Community's water and sewer lines. Contractors must provide proof of current applicable license(s), permit(s), liability insurance, and any other materials that may be requested by the BOD.
7. Exterior antennas, satellite dishes, and other external signal receivers must be approved by the Board of Directors. The Federal Communication Commission has established guidelines for the installation of these devices and prohibits the Corporation from not allowing the devices unless they cause a safety problem or interfere with the community's infrastructure. As these rules change from time to time with technology advances, please consult with the Board of Directors before installation.
8. Manufactured home tie-downs and blocking must comply with all applicable government laws, ordinances and regulations.
9. For all homes sold, the buyer must be approved by the BOD and management. If the manufactured home is sold to anyone not approved by the BOD and management, the home may be required to be removed from the community property at the buyer's expense, in which case all provisions of section XVI, 1 (one) of these rules, with respect to removing a home from the community, must be strictly adhered to.
10. Manufactured homes shall be attractively maintained by Resident and comply with all applicable laws, codes and ordinances, these rules and regulations, as from time to time amended, and the Prospectus. Failure to properly maintain the mobile home shall be a breach of these Rules and Regulations and shall constitute grounds for eviction of the mobile home owner.

#### V. MANUFACTURED HOME SITES

1. Siding and decorative block skirting are required and must be approved with regard to style and color beforehand by management. Residents planting trees, shrubs, and flowers outside their enclosed garden area next to their home must first coordinate with Management for approval and to avoid damage to underground facilities and for lawn maintenance considerations.
2. Lots must be improved in accordance with the plans and specifications approved by appropriate Governmental Authorities and as designed by the Co-Op. Plans and specifications are available for review at the Co-Op's office. Lot improvements include, but are not limited to exterior painting, sidewalks, utility rooms, carport, garages, driveways, under skirting, planters, and any sod, plants, trees and landscaping provided by Residents.

3. Residents are responsible for the overall appearance of the manufactured home site. Sites shall be kept orderly, neat, clean, and free of litter. Carports and driveways are for vehicles; storage is not permitted in the carport, outside of the home or under the home (see XI-3,4 for additional information). Resident(s) will be given notice to maintain the appearance of the property to comply with Co-Op standards if found to violate this rule.
4. The Co-Op provides lawn mowing and other lawn maintenance services for all lots in the Community (not including trees) and shall require access to all lots.
5. All clotheslines must be of the folding tree type and must be placed in the rear of the manufactured home only or out-of-sight, as appropriate. When not in use, all clotheslines must be taken down and put in the utility room. No clothes shall be hung on any unenclosed carports, patios, or outside railings.
6. Clotheslines or garden hoses are not to be attached to electric panels or poles.
7. Flowers, trees, shrubs, and lawns may be watered only by hand sprinkler, or hose in hand. No soaker hose will be allowed. Prudent use of water for all purposes should be of first consideration at all times by everyone. Automated sprinkler systems may be used; however, all watering from all outside faucets must be done with non-potable water. A \$100 fine for each occurrence will be levied against any Resident found to be using "potable" water (fresh city water) for outside faucets or connecting hoses to inside fresh water to be used outside of residence.
8. All trees located on resident's Unit, or planted by the resident on their unit, are the responsibility of the resident. No trees of any type shall be removed or sold to anyone without prior approval of management and obtaining the necessary permits if required by law. Maintenance, care, and removal of trees located on the Resident's Unit shall be at the sole expense of the Resident; however, removal of any tree located on Resident's Unit must first be approved in writing by the Corporation.
9. Manufactured home sites not maintained to the standards outlined in these Rules and Regulation will be maintained by Management. A minimum fee of \$50 per hour per person to bring the property up to Co-Op standard will be charged to the Member or Shareholder owning the unit if Management is forced to conduct work on a home site to bring it into compliance. For purposes of clarity, the \$50.00 per hour per person fee shall not be charged to Leaseholders, although Leaseholders will be subject to the notices and eviction procedures in Chapter 723 of the Florida Statutes if manufactured home sites are not maintained pursuant to the Rules and Regulations. The amount(s) spent to maintain the home site will be considered "additional rent" or an additional assessment, as the case may be, and the Co-Op is under no obligation to remedy defects in lieu of seeking other legal remedies for compliance.
10. No additional fences will be permitted except those units located in Pet sections as defined by the Board of Directors and provided for herein.
11. Any clogging of the sewer line from the manufactured home to the central main line is the responsibility of the Resident. If the Co-Op is called upon to correct any clogging of the sewer line, the plumber's charges will be assessed to the Resident if the clogging is between the manufactured home and the main line. All pipe damage from the home to the central main line is the responsibility of the homeowner(s). The amount(s) spent to remedy any sewer damage caused due to a violation of this section will be considered an additional assessment for any Shareholder or Member. While the plumber's fee will not be charged as "additional rent" to a Leaseholder, a Leaseholder will be held responsible for any damage incurred by the Co-Op due to a violation of this section by the Leaseholder.
12. All residents who leave for two weeks or longer, or residents who leave during a dangerous storm threat, must store all outside items (including lawn ornaments, tables, chairs, etc. not permanently attached to strong foundations) inside and turn off all water supplies. Additionally, all outside items containing standing water must be emptied and secured for mosquito control.

13. The office must be notified as to where your water shut-offs are located. Please leave a key with a responsible party if the shut-off or timer is in your shed. In case of a water leak or break, the owner will be responsible for any plumbing bill.

## VI. CLUBHOUSE

1. The Club House is open to all Residents with their guests during the hours of 8:00 a.m. until 10:00 p.m. seven (7) days per week. No unaccompanied Guests are allowed in the Club House. The kitchen is locked, and use must be coordinated through the Calendar Chairperson and in her absence, the Manager. An applicable security deposit is stated in the Kitchen Agreement.
2. Residents may reserve the use of the Club House when such use does not interfere with a Community function. Residents wishing to reserve the Club House shall contact the Calendar Chairperson or other designated and authorized representative for approval. Fees will apply per Kitchen Rules and Regulations. Special memorial services will have priority.
3. Bicycles are to be left in the parking lot at the clubhouse, not brought into the clubhouse or the pool area. This does not apply to motorized wheelchairs or any other mechanical devices to assist the handicapped.
4. No entrance or exit to or from the pool area is allowed through any door of the Club House. Exceptions to this rule are residents/guests who are handicapped and require the use of the handicap access front door. Residents/guests may use the doors adjacent to the restrooms to use the restrooms providing they are wearing dry cover-ups and footwear. The South side door of the Clubhouse is NOT to be used for entering or leaving the pool area.
5. All chairs, tables or any other equipment in the Club House are to remain in the Club House. After use of any such equipment, the person using it shall promptly restore and replace the same to the storage area. At no time will any of the equipment be loaned to any Resident of the Community.
6. Shirt and shoes are required in the clubhouse at all times.
7. Bring Your Own Alcoholic beverages (BYOB) permitted in the Hall only on special occasions.
8. The entire Club House shall be exclusively reserved for shareholder meetings that are to include confidential and/or privileged communications. Such examples include but are not limited to discussions with the Co-Op's attorney of record, certified public accountant (CPA), etc. Notice of the reservation will be posted on the front door of the Club House or another conspicuous place before and during such meetings.
9. The entire clubhouse is a no smoking area. This rule applies to any device that emits smoke or vapors.

## VII. SWIMMING POOL

1. Pool/Spa (Hot Tub) hours are 10 a.m. to 10 p.m. Pool/spa closings for maintenance will be posted.
2. Children under the age of eighteen (18) may use the pool ONLY between the hours of 11:00 a.m. to 2:00 p.m. and 5:00 p.m. to 7:00 p.m. and MUST BE accompanied by an adult at all times.
3. There is NO LIFEGUARD on duty at the pool. Do not swim alone. SWIM AT YOUR OWN RISK.
4. No soap or shampoo is allowed when taking a shower before or after leaving the pool. All persons must rinse under the shower before entering the pool.
5. Applying sunscreen products in the pool is prohibited. Chairs must be covered when using sunscreen products.
6. No toys, inner tubes, or rafts are permitted in the pool except pool noodles. ADA additional flotation devices must be attached to the body of the disabled person.

7. No children are permitted in the pool that are not toilet trained. No young children are permitted in the pool in diapers or swimmer pants. Non-swimming children must use an approved flotation device and be accompanied by a responsible person in the water at all times.
8. Any person with incontinence problems will not be permitted in pool. No adult incontinence products are permitted in the pool.
9. People with shoulder-length hair or longer must have hair confined in a barrette or rubber band or wear a bathing cap.
10. The Corporation will not be held responsible to Residents or their guests for any injuries or lost articles.
11. When using any of the on-ground chairs or lounges, they must be returned to their original place before leaving. Users must put umbrellas down when leaving the pool area. There is no reserving of chairs, tables or lounges at the pool; they are on a first come, first served basis.
12. Beverages (both alcoholic and non-alcoholic) may be consumed in the pool area, but not within four (4) feet of the water or in the water. No glass containers are allowed. All trash must be placed in receptacles provided.
13. No equipment shall be removed from deck area.
14. No pets are permitted in the pool or patio area.
15. No one under the age of 16 can use the hot tub at any time.
16. No smoking is permitted in the pool area. Smoking is permitted in the picnic pavilion provided there is no event being held in the pavilion. This rule applies to any device that emits smoke or vapors.
17. No bicycles are permitted in the pool area. Bicycles must be parked at the bicycle stand.
18. ~~Host~~ Resident must accompany Guest/s to the pool.
19. No nudity is permitted in the pool area.

#### VIII. SHUFFLEBOARD/BOCCE BALL COURTS

1. The shuffleboard courts and BOCCE ball courts are available for use by Residents with their guests seven (7) days per week from 10 a.m. to 10 p.m.
2. Children under the age of eighteen (18) may use the shuffleboard courts ONLY between the hours of 11:00 a.m. and 2:00 p.m. and 5:00 p.m. and 7:00 p.m. and must be accompanied by an adult at all times.
3. Please sweep the court you are using before and after playing every three (3) games. Do not walk on courts.
4. All equipment must be returned to the equipment building after use.

#### IX. BILLIARD ROOM.

1. The billiard room is available for use by Residents ~~and~~ with their Guests seven (7) days per week from 8:00 a.m. to 10:00 p.m.
2. Children under the age of eighteen (18) are not allowed in the billiard room.
3. Residents using the billiard room equipment are responsible for any damage to pool tables and cue sticks. Residents are responsible for any damage caused by their guests.

#### X. PETS

The Pet Sections of Paradise Island are defined as Lots 1-57, 64-205 and 334-830. The Non-Pet Sections of Paradise Island are defined as Lots 58-63 and 206-333. Pets are restricted to the Pet Sections at all times.

1. All pets must be approved by Management in writing before the pet's owner moves into the Community, or before Resident obtains a pet after move-in.
2. At maturity, a pet must not weigh more than 40 pounds per pet.
3. No more than two (2) pets per unit allowed.
4. Exceptions for size and weight will be made for service or emotional support animals that are licensed and registered for use by the disabled. As per paragraph 24, below.
5. No exotic pets are allowed in the Community.
6. Noisy or unruly animals, animals considered dangerous or vicious by Management, and animals concerning which other Residents file justifiable complaints with Management must be removed from the Community. No animal that has been removed from the Community under this rule shall thereafter again be permitted within the Community.
7. Certain breeds of dogs whose temperament and disposition are generally regarded to be dangerous or vicious are not allowed within the Community under any circumstances. This includes, but is not limited to, Pit Bulls, German Shepherds, Rottweilers, Chows, and Doberman Pinschers, etc. Exceptions may be granted by Management/BOD to this rule. However, Residents must submit written application to Management/BOD and obtain authority before bringing the pet onto the Property.
8. Each animal must be registered and identified as to owner in the Community office. Once a year the owner must supply the office with a current LOCAL physician certificate of vaccination and registration of the pet that includes required endorsements attesting to the service or emotional support animal status of the animal, as applicable. Pets must be walked on leashes and restricted to the Pet Section as described in section 1 of the pet section.
9. Any unattended animal left roaming the Community, may be removed by Management.
10. Pets may not be tied unattended outside of Resident's manufactured home at any time.
11. Pets may not be walked on the lawns of any Unit in the Community, other than Resident's unit. To do so may result in the animal being removed from the Community.
12. Pet waste must be put in a bag and disposed of properly. No pet waste bags or debris are to be put down storm drains, or anywhere else improperly on the property. It is the Residents responsibility to maintain their Unit and community free and clear of pet waste and litter at all times. Residents not disposing of pet waste properly will be subject to a fine of \$25.
13. Residents must comply with all applicable state, county and local laws about pets.
14. No pet enclosures, including but not limited to doghouses, are allowed. Pets must be kept inside the Resident's home if unattended. Refer to paragraph 22 regarding pet control fences.
15. Excessive noise is not allowed. Pets must not be left alone if they bark, cry, or whine when by themselves.
16. No pets are allowed in the Community Clubhouse, recreation, or common areas at any time except service animals. See #26 for explanation of Service animals.
17. If for any reason, your pet becomes lost or runs away, notify Management at once to assist in its prompt return.
18. Guest's pets are permitted in the pet area only, and guests must comply with all pet rules.
19. If a complaint concerning a pet is received by Management and determined justifiable, the applicable Resident will receive a warning. If a second justifiable complaint concerning the same



- pet is received by Management, the resident may be required to permanently remove the pet from the Community.
20. Residents shall at all times be responsible for any damages caused by their pet to property of the Community or another Resident in the Community, and for any injuries caused by their pet.
  21. Residents shall not conduct any pet breeding or commercial enterprise or activity in the community.
  22. Fences not to exceed four (4) feet in height with a four (4) foot gate, are not to exceed the width of the home and carport and are permitted in the rear of the Pet Section only. However, lots 48-57, 115-140 and 147-172 are not permitted to have privately erected fences in any event. Any exceptions to these rules must be approved by Management/BOD.
  23. Resident acknowledges that the Community Owner's agreement to allow existing pets shall in no way affect Resident's continuing obligations under the Prospectus and these Rules and Regulations, for which Resident understands and agrees it shall continue to be fully responsible. Community Owner's agreement to allow existing pets shall in no way waive a resident's continuing obligation under these Rules and Regulations or under any other term or condition of the Prospectus. In the event a resident violates these Rules and Regulations or the Pet Agreement, Management shall have all rights and remedies available to it against resident under either Chapter 719, Florida Statutes or Chapter 723 Florida Statutes, as if no allowance were made for the Existing Pets.
  24. Service and Emotional Support Animals (ESA). Florida and Federal regulations prohibit mere pets from being classified as "service animals or ESAs." According to §413.08(1), Florida Statutes, a "service animal" is defined as an animal that is trained to assist or to accommodate a disabled person's sensory, mental, or physical disability.
    - (a) All Service and Emotional Support Animals resident in the park must be registered as such at the office.
    - (b) All owners of service and emotional support animals must comply with applicable Rules and Regulations in the Pet Section, so long as compliance does not interfere with the service or emotional support animal's ability to alleviate a symptom of the resident's disability.
    - (c) Florida Statue 413.04 – states that a public accommodation may exclude or remove any animal from the premises, including a service animals or ESAs, if the animal's behavior poses a direct threat to the health and safety of others.
  25. All pet owners must report the death of their pet to the office. If the deceased pet is replaced with another animal, the owner must register the new animal as specified in paragraph 9 before bringing the animal into the park.

#### XI. VEHICLES, TRAFFIC, AND TRAILERS

1. Speed limit for all vehicles is fifteen (15) miles per hour.
2. No overnight (11 pm to 8 am) street parking without a valid resident or guest street parking permit.
3. Residents must park ALL their vehicles in their driveway. However, if it is possible to park ALL resident's cars in the driveway with space leftover, that space may be used for patio furniture, boats, and golf carts providing that everything (including all cars) can be accommodated in the driveway without blocking their sidewalk or their neighbors driveways.
4. In the event all available car parking spaces are occupied by car(s) in the driveway, Residents may park their smallest car on the street after obtaining a "Street Parking Permit" from the office.
5. "Guest Street Parking Permits" are available and valid for 30 days. Guest parking spaces will be available at the clubhouse for use of guests while visiting; Permits needed to use these spaces.

6. No parking by residents or their guests on grass areas or over yellow marked storm drains is permitted.
7. Residents/Guests may not park in common parking areas except to attend functions or to use one of the community amenities. Violators will be towed at owner's expense.
8. Residents hosting large functions in their home should consider having their guests park off-site, and arrange to shuttle their guests to their home.
9. No resident/guest shall park on any street directly across from another parked vehicle thus restricting, blocking or creating a hazard for the normal flow of traffic or emergency response vehicles, i.e. fire equipment or ambulances.
10. Residents/guests must park on the same side of the street that their home is located, facing in the direction of the normal flow of traffic. They must not block or create a hazard for oncoming traffic.
11. Positively no parking on the West side of St. Martin Way (Clubhouse side) between St. Thomas and Bimini. Cars breaking this rule will be towed at owner's expense.
12. No parking within 15 feet of a fire hydrant or 20 feet from an intersection (FS316.1945 b2 and 3).
13. Illegally parked cars may be fined and towed away by the city. Cars parked in such a way that they prohibit passage of emergency vehicles will be subjected to a county fine of \$500.
14. Any vehicle that exceeds a decibel level of 75 dB while normally operated at the park's speed limit or below will be required to meet this standard. No vehicle may be operated in the community that has a modified or removed muffler system. All residents are responsible for the compliance of their guest and renters in this regard.
15. Visitors of Community Residents with campers, motor homes, or travel trailers may temporarily park the same at the host house, provided that space is available (Complying with XI-9 and 17).
16. No one at any time shall be permitted to sleep overnight in a car, camper, travel trailer, or motor home, even though such unit may be self-contained. No hookups to electrical or water supplies from the unit to such a vehicle are permitted.
17. No boats, RVs, trailers, motor homes, etc (i.e. non-cars) of residents or guests are allowed to be parked on a street overnight. No boats allowed in any pond except pond maintenance boats and resident paddleboats. Boat owners assume all liability for anyone using their boats.
18. No trucks owned or operated by Residents of the Community may exceed three-quarter (3/4) ton in capacity.
19. No commercial type vehicles may be parked within the community unless conducting approved contractor business in the community. No commercial lettering allowed on any Resident's vehicle.
20. No utility type trailers are allowed to be stored on the property.
21. Golf carts are not allowed to park on the sidewalk, the front lawn, or at the front entrance of the Clubhouse. Parking for golf carts bearing a handicap sticker is available in a designated area.
  - a. All other golf carts must be parked in areas marked for golf cart parking when those spaces are available. No automobiles shall be allowed to park in golf cart spaces.
  - b. Children from (16 to 18) with valid permits or driver's licenses may drive a golf cart but must have an adult in the golf cart with them at all times.
22. Absolutely no repairing or overhauling of any type of motor vehicle, by or for, any resident anywhere in our community is permitted. This includes the area under every carport.

## XII. TRASH

1. All household garbage and refuse placed outside before collection day must be securely tied in plastic trash bags and stored in clean, tightly covered, garbage containers to prevent animals from getting into the garbage.
2. All garbage will be picked up on designated days and should be placed on the grass adjacent to, but not on, the sidewalk before 8 a.m. on that day or the night before as above. Any Resident's garbage that is strewn around the street or sidewalk will be the responsibility of the Resident for cleanup. Do not overfill garbage bags, or use store bags or boxes for garbage. Do not put newspapers in garbage bags—take them to the clubhouse recycling bin.
3. All trash (non-garbage) must be tied in bundles or placed in containers and placed on the grass adjacent to, but not on, the sidewalk for pickup on designated days.
  - a. Put landscaping waste in separate bags. All limbs and branches should be four feet or less in length and tied in bundles small enough to be lifted by a single person. Maintenance staff will reject overly large or heavy bundles. Residents must then either resize the bundles or make other arrangements to remove the material from the community.
  - b. Remodeling or construction material waste should be removed either by the contractor performing the work or by the homeowner. Maintenance staff will reject large pieces of furniture, rugs, or appliances, etc. set out for removal. Residents must then make other arrangements to remove these materials from the community.
  - c. Disassemble and flatten cardboard boxes. Tie multiple flattened cardboard boxes into secure bundles.
  - d. Do not leave any garbage or trash bags at the trash compactor door (Lot 44).
  - e. Do not put garbage or trash bags in front of a mailbox where it impedes mail delivery.
4. No burning of trash, leaves, or any material is allowed.
5. Residents and their Guests may not dispose of any electronic devices, propane tanks, tires, or paint and chemicals through regular garbage collection. These must be taken to the Pinellas County Hazardous Collection Site. For information on these items call 464-7500 or visit [www.pinellascounty.org/utilities](http://www.pinellascounty.org/utilities).

### XIII. SELLING, SOLICITING AND SUBLETTING

1. No selling, soliciting, peddling, or commercial activities of any kind are permitted within the Community unless approval is obtained in writing from the BOD. Notwithstanding, nothing herein prevents or infringes upon the Resident from canvassing manufactured home owners for the purpose described in Chapters 719 and 723, Florida Statutes.
2. No signs (except manufactured home "for sale" and "open house" signs as set forth below) of any kind shall be displayed within the Community, or on Resident's home or unit, without prior written approval of Management. General notices and articles for sale may be posted on the bulletin board provided for such purpose in the Club House. "For Sale" signs shall be limited to two (2) professionally printed "For Sale" signs, which must be approved by Management before placement, and must not exceed 18" x 24" in size. "For Sale" signs are limited to manufactured homes only. No signs are permitted in the yard. "Open House" signs must also be approved by Management before placement and must not exceed 18" x 24" in size. Signs are not permitted in common park areas.
3. Residents shall not allow any other person or persons to occupy, use, rent, sublet, lease or sublease the home, or any portion thereof, or any portion of the manufactured home for a fee or gratis for less than a three month period (90 days) without the prior express written consent and approval of Management. Approval of Management will include a background check before Management issuing consent for such person or persons. Upon arrival or the first business day after that, these persons must visit the community office to acknowledge their appearance.

4. It is the intent of the Corporation that the Community be operated as “housing for older persons.” In accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time, “HOPA”). Under HOPA, “older persons” are defined as persons fifty-five (55) years of age or older. The Community complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. Unless they were already in residence before the formation of the Cooperative, at least eighty percent (80%) of all occupied Units within the Community must be permanently occupied by at least one Resident fifty-five (55) years of age or older. Any other resident must be at least 45 years of age unless an exception is approved by the Paradise Island BOD. All prospective Residents of the Community will be screened for compliance with these provisions, and no application for residence will be accepted without satisfactory proof of age such as a valid driver’s license, birth certificate or passport. All new Residents must agree to a background check and be approved in writing by the Management/BOD before any sale of a Unit or manufactured home is consummated. If the manufactured home is sold to someone who is not approved by Management/BOD, the home must be removed from the Community at time of sale.
5. Residents selling manufactured homes cannot guarantee the prospective buyer a Unit in the Community.
6. Residents may sell their manufactured home without services of Management. However, before offering the manufactured home for sale, the Resident must inform Management, in writing, that the manufactured home is for sale.
7. All manufactured homes within the Community must meet, at any time and from time to time, the then current Community established standards respecting the maintenance of the manufactured home, fire standards, health standards, and any other standards as further imposed respecting the manufacture of manufactured homes by federal and state agencies inclusive of the Department of Housing and Urban Development.
8. Yard sales (also called garage, car port, estate, moving, tag, or clean out sales) are not allowed without prior approval by the Co-Op BOD/Management. Approved sales must be conducted in such a manner that the adjacent street and sidewalk are not partially or completely blocked by vehicles or sale attendees. Items for sale must be confined to the seller’s home or driveway.
9. No manufactured home shall be removed or brought into the Community without the prior written approval of the Management.
10. Any Member intending to remove his or her manufactured home from the Community must give the Corporation thirty (30) days’ notice in writing prior thereto. Member shall remain responsible for the Cooperative Fee until such time as their Membership has been either sold or conveyed to the Association, as set forth in the Declaration of Master Form Occupancy Agreement (the “Declaration”).
11. All contractors and other persons/entities wishing to conduct business activities in Paradise Island must obtain approval from Management/BOD. Approval may be obtained by providing proof of licenses, proof of insurance, and any other material/information that the Management/BOD may require. All contractor work is to be done Monday – Friday between the hours of 8 a.m. and 5 p.m. Week-end work may be done in case of an emergency (i.e. plumbing problem, electrical, etc.) Inside work may be done provided it does not create disturbing noise to surrounding residents.
12. All residents requiring large moving vans to enter/exit the community must notify the office in advance to assure that the Emergency Gate on Palm Island can be opened. No large moving vans will be allowed to enter or leave the community thru the Willow Street entrance. If a resident fails to notify the office and a van enters or leaves the premises and breaks a storm drain, the Resident/moving company will be held liable for the repair of the drain.

#### XIV. RESPONSIBILITIES

1. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft, or act of God to any manufactured home or personal property left by the Resident or their guests within the Community boundaries. The Corporation will not be responsible for supplies or equipment sent to the clubhouse or Community office for private use by any Resident
2. The Corporation shall not be liable for accident or injury to any person or property through the Resident's use of recreational facilities. Residents and their guests shall avail themselves of these facilities at their own risk and assume liability for such physical damage or personal injury caused by such case.
3. Residents are responsible for damages caused by their family, sub-lesasers, renters, or their guests.
4. All manufactured homes must be adequately insured for liability. Proof of insurance must be on file annually.

#### XV. COMPLIANCE AND DEFAULT

1. The Corporation reserves the right to pursue all remedies permitted under Chapter 719, Florida Statutes, and the Declaration against any Member for disregard of Community rules and regulations, and further reserves the right to terminate the tenancy of any Leaseholder for disregard of Community rules and regulations and in accordance with Chapter 723, Florida Statutes.
2. The Corporation reserves the right to pursue all remedies permitted under Chapter 719, Florida Statutes, and the Declaration against any Member, or terminate the tenancy of any Leaseholder in accordance with Chapter 723, Florida Statutes, upon conviction of said Member or Leaseholder of any violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of other residents of the Community.
3. The Corporation reserves the right to pursue all remedies permitted under Chapter 719, Florida Statutes, and the Declaration against any Member, or terminate the tenancy of any Leaseholder in accordance with Chapter 723, Florida Statutes, upon determination by the Corporation that the Member or Leaseholder misstated any information on any application or entry forms required by the Corporation prior to admittance as a Leaseholder of the Community or a Member of the Corporation.
4. In addition to the aforementioned remedies, the Corporation reserves the right to assess violation fees as specifically provided herein:
  - a. First rule or regulation violation instance: A letter posted on the property, with a copy mailed to the owner, advising of the violation and providing 7 (seven) days to address the problem
  - b. If the issue is not resolved after 7 (seven) days, a second letter posted on the property, with a copy mailed to the owner, advising of the violation and providing 7 (seven) more days to address the problem, which will include a \$25.00 fine to be paid to the Corporation. Said fine shall apply to the Shareholder or Member who violates this rule, and not to a Leaseholder, unless authorized pursuant to the Prospectus or Florida Statutes.
  - c. If the issue is not resolved after the additional 7 (seven) days, A \$100 fine will be assessed, and the issue will be forwarded to our attorney who will initiate action, which may lead to eviction/foreclosure action. Said fine shall apply to the Shareholder or Member who violates this rule, and not to a Leaseholder, unless authorized pursuant to the Prospectus or Florida Statutes.

#### XVI. VACATING PREMISES

1. Thirty (30) days written notice must be provided before any Resident vacating their Unit in the Community. Vacating includes the removal of the manufactured home from the lot. Resident must furnish Corporation with a true copy of the contract for removal of all of the above-ground improvements (the "Removal Contract"), which Removal Contract shall include, but not be limited to, the removal of the manufactured home, carport, storage shed(s), all attachments, skirting, anchors, slab, and steps (the "Improvements"). Resident shall post with Corporation a security deposit of \$50,000 cash (the "Deposit") furnished by the owner or contractor to be placed in a non-

interest bearing account. Deposit shall act as security to insure the removal of the improvements in a workmanlike fashion, leaving the lot in a broom clean condition. Contractor must supply a copy of liability insurance in a minimum amount of \$1,000,000. Resident shall have five (5) days from the date of the commencement of the removal of the Improvements to complete the removal and grade the affected area of the Unit, or Corporation may use the Deposit to complete said removal and to insure that all monies owed on property have been paid in full. In such event, neither the Resident nor the contractor shall be entitled to any refund of any unused portion of the Deposit, it being acknowledged that said Deposit shall be deemed forfeited should either the Resident or the contractor fail to complete the removal of the Improvements in accordance with the terms and conditions of this paragraph irrespective of the actual cost associated with the removal.

## XVII. CONDUCT

1. Upon a written complaint filed in the office, loud noises; disorderly conduct; abusive; profane and/or threatening language; harassment of Residents or their Guests, either directly or using social media or any electronic transmission; and annoying parties shall not be permitted. Residents and their Guests shall conduct themselves so as not to interfere with the peaceful enjoyment of the Residents of our community.
2. Drunkenness and lewd behavior shall not be tolerated. No alcoholic beverages shall be consumed or served in any building that is the Corporation's property without prior written consent of Management. Smoking is only permitted in designated areas.
3. Possession of, or dealing in, a controlled substance as defined in Chapter 893, Florida Statutes, is prohibited. Involvement in any illegal drug activity will be automatic grounds for termination of Shareholder's share and associated rights. Further, any act that is found by a court of competent jurisdiction to endanger the life, health, safety, or property of the Community's residents or employees, or the peaceful enjoyment of the mobile home park by its residents shall result in termination of a Leaseholder's lease, as specifically provided in Chapter 723 of the Florida Ststutes. This rule will be strictly enforced, with no exceptions.
4. The operation of motor vehicles, the use of musical instruments, radios, televisions, stereos, and tape recorders shall not be operated to harass, annoy, or inconvenience any other Resident. Quiet hours between 11:00 PM until 8:00 AM will be enforced.
5. Men and women must wear proper attire when outside the home. Aside from the pool area, men may not appear shirtless while out of doors.

## XVIII. MISCELLANEOUS

1. Selling, soliciting, peddling, or commercial enterprises within the Manufactured Home Community are permitted only with the consent of the Board of Directors.
2. Residents must maintain contact information for themselves at the office locally or any time that they are absent from the park for more than a three day period.
3. Mail is delivered to the Resident's door and deposited in their mailbox. Location and type of mailbox must be approved by Management. Management will not deliver mail to a resident that is delivered to the Community Office.
4. Residents should promptly report vandalism of private or Community property to the Management or Board of Directors.
5. Complaints concerning infractions of these rules should be reported in writing to the Board of Directors or management.
6. If a Resident is without a telephone, every effort will be made to promptly notify the Resident of emergency calls received by the Corporation (such calls are interpreted as having to do with serious

- illness, accident, or death). The Corporation does not assume responsibility for delivery of any messages or for failure to report such messages.
7. If any provision of these rules and regulations are contrary to any law of any jurisdiction in which the Community is located, it shall not apply or be enforced. However, all other provisions of these rules and regulations shall not be affected and shall continue in full force and effect.
  8. The rules and regulations as presented herein are adopted by the Board of Directors of the PARADISE ISLAND CO-OP, INC., and supersede and replace all rules and regulations previously in effect.