# PARADISE ISLAND CO-OP, INC.

# RULES AND REGULATIONS Effective March 1, 2024

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

# RULES AND REGULATIONS Effective March 1, 2024

The purpose of the Rules and Regulations is to maintain the rigorous standards imposed by the governing documents of the Paradise Island Co-Op and to improve and maintain the appearance and reputation of the Community in the broader Florida area as a leader in housing for older persons in Pinellas County.

As a condition of living in a community operating under Florida statutes 719 and 723, each individual acknowledges that certain restrictions shall apply. These rules and regulations are to be observed by all residents, renters, visitors, and guests of the aforementioned persons. They are intended to enhance our Community's value and provide for the efficient operation of PARADISE ISLAND CO-OP, INC, the owner of the Community.

To these ends, it is the Resident's responsibility to be sure that they and their renters, visitors, and guests comply with all rules and regulations. The Board of Directors for the Association is the group that is tasked and entitled to enforce these rules and regulations. Failure to comply with these rules and regulations may result in fines or legal action, including but not limited to eviction or removal from the Community property.

These rules have been established by the Board of Directors of PARADISE ISLAND CO-OP, INC, the 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 implementation of the changes and ninety (90) days for Leaseholders.

The BOD has contracts with law firms, auditors, and other professional entities to provide confidential services to the park as needed. The BOD President or his/her designate is the sole contact authorized to communicate with any of these entities. By contract, any other Resident contacting these providers will not be permitted to discuss Park business and may be billed by passthrough by the Association for the provider's time at their billed rate.

#### I DEFINITIONS

- 1. "Board of Directors" shall mean the current Board of Directors of PARADISE ISLAND CO-OP, INC., a Florida not-for-profit corporation.
- "Community" shall mean PARADISE ISLAND.
- 3. "Unit" or "Units" 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" in the Prospectus.
- 4. "Cooperative Fee" or "Monthly Fee" shall mean the monthly maintenance and common expenses paid by the Resident to the Corporation by the maintenance schedule established by the Corporation from time to time.
  - a. The 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 tenth (10th) day. The Co-Op may charge an administrative late 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 delinquent assessment. The Association shall also charge interest at 18% per annum; such interest shall be calculated from the date the assessment is due and payable.

- "Corporation" or "Co-Op" shall mean PARADISE ISLAND CO-OP, INC., a Florida not-for-profit corporation, the entity charged with the administration of the Co-Op, enforcement of the restrictions of the Community, and all other administrative privileges and obligations related to the Community.
- 6. "BOD" shall refer to the Board of Directors of the Corporation.
- "Management" shall mean the professional manager employed by the Board of Directors and the Co-Op to manage the Community.
- 8. "Member" or "Shareholder" shall refer to the person or entity that owns a Membership Certificate issued by the Corporation.
- 9. "Leaseholder" shall mean an occupant who is not a Member, has passed a background check, and owns a manufactured home in the Community on a Parcel owned by the Corporation.
- 10. "Guest" is defined as a person(s) whose stay with a Resident does not exceed thirty (30) total days in any continuous 365-day period.
- 11. "Caregiver" refers to a person temporarily living in a unit to provide resident nursing or palliative care.
- 12. "House and Pet Sitters" is a person, not an existing Resident, who performs this service for an absent homeowner for not over 30 days in any 365 period. The approval of Management is required on a case-by-case basis.

#### II. MEMBERSHIP IN THE COOPERATIVE OR COMMUNITY

- 1. The Corporation intends that the Community be 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 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 no more than two (2) persons per Unit. Procedures, including required BOD/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 complete 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 or 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
  - Such other documentation of comparable reliability containing a birth date
- 3. The Board of Directors may approve or reject applications for purchasing a Membership interest in the Co-Op in the manner set forth in the Declaration.

- 4. The Co-Op reserves the right to refuse admittance to any prospective Resident by the criteria established to determine the future Resident's background, character, and financial responsibility.
- 5. The Co-Op reserves the right to require an application fee that is 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 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 before admittance as a Resident of the Community and 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, including considering the application and approval thereof as legal nullities.

### **III. GUESTS AND CAREGIVERS**

- 1. A Guest (As defined above in sect. I, para 10) may co-reside with a Resident for up to thirty (30) total days in any continuous 365-day period unless such Guest has the written permission of the Co-Op BOD to extend this period of co-residency. Guests are their host Resident's financial and legal responsibility and must comply with all Community rules and regulations. The Community facilities are primarily for the use and enjoyment of the Residents. All Guests under eighteen (18) must always be accompanied by host residents at all times when using any Community facilities and may be subject to removal per Rules and Regulations, Chapter 719, or Chapter 723, as applicable.
  - a. The Resident is responsible for acquainting their Guests with the rules and regulations of the Community and must be in residence the entire time the guest is visiting.
  - b. Guests under ten (10) shall be accompanied by an adult at all times on the Community property.
- Concerning a Live-in Resident Caregiver (As defined in Sect. I, para 13), The Corporation intends that the Community comply with The Florida Department of Elder Affairs, Chapter 58H-1, Home Care for the Elderly requirements, and 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 the care necessary to
    alleviate a symptom of the Resident's disability.
  - b. 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. In the event of felony criminal convictions, sex offender registration, or drug proliferation/distribution convictions, the Association may reject and deny such Resident Caregiver from the property.
  - c. Resident Caregivers are financially and legally the responsibility of their host Resident and must comply with all Community rules and regulations. The Resident Caregiver and the Resident hosts may be subject to removal per Rules and Regulations, Chapter 719, or Chapter 723, as applicable.
- 3. Exceptions or modifications to these requirements may be made upon written request and written approval by the Co-Op BOD.

## IV. SELLING, SOLICITING, AND RENTING

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/management. Notwithstanding, nothing herein prevents or infringes upon the Resident from canvassing manufactured homeowners for the purpose described in Chapters 719 and 723, Florida Statutes.

- 2. 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 part of the manufactured home for a fee or gratis without the prior express written consent and approval of BOD/Management. Approval of BOD/Management will include a background check before BOD/Management issues consent for such person or persons. Upon arrival or the first business day after, these persons must visit the community office to acknowledge their appearance and schedule an orientation.
- 3. Residents who rent, sublet, lease, or sublease their home must obtain and complete the Renter's package from the community office. The package requires processing and approval before occupants arrive. There is a 90-day minimum for all rentals and leases.
- 4. Residents may sell their manufactured homes privately. However, before offering the manufactured home for sale, the Resident must inform Management in writing that it is for sale and obtain the sales package unless using a realtor who already has it.
- 5. Residents selling manufactured homes cannot guarantee prospective buyers a Community Unit.
- 6. Yard sales (garage, carport, estate, moving, tag, or clean-out sales) are only allowed with prior approval by the Co-Op BOD/Management. Approved sales must be conducted so that the adjacent street and sidewalk are not wholly or partially blocked by vehicles or sale attendees. Items for sale must be confined to the seller's home or driveway.

#### V. MANUFACTURED HOME

- No manufactured home shall be removed or brought into the Community without the prior written approval of the BOD/Management.
  - a. Before installing a newly purchased manufactured home, the proposed Resident(s) shall submit all required information for a compliant installation under all rules, regulations, and applicable authorities to the BOD/Management. Detailed written procedures for new installations are available at the Management Office.
  - b. Thirty (30) days' written notice must be provided before any Resident vacates their Community Unit. Vacating includes the removal of the manufactured home from the lot. Detailed written home removal and lot restoration procedures are available at the Management Office.
- Siding and skirting are required and must be approved for style and color beforehand by Management.
  Residents doing any digging or planting trees, shrubs, and flowers outside their enclosed garden area next
  to their home must first coordinate with Management for approval to avoid damage to underground
  facilities and lawn maintenance considerations.
- 3. Lots must be improved by the plans and specifications approved by appropriate Governmental Authorities and as the Co-Op designs. 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.
- Residents are responsible for the overall appearance of the manufactured home site. Sites shall be kept clean and litter-free.
- 5. 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.
- 6. All clotheslines must be of the folding tree type and placed in the rear of the manufactured home only or out-of-sight.-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. No soaker hose will be allowed. Automated sprinkler systems may be used; however, all watering from all outside faucets must be done with non-potable water. Watering must be done per Pinellas County watering guidelines.
- 8. All trees, shrubs, and plantings located at the Residents' Unit or planted by the Residents at their Unit are the Resident's responsibility. No trees of any type shall be removed or sold to anyone without prior

- Management approval and the Resident obtaining the necessary city/county permits as required by law. Maintenance, care, and removal of trees located at the Resident's Unit shall be at the sole expense of the Resident; however, removal of any tree over 3" circumference located at the Resident's Unit must first be approved in writing by the Corporation.
- All manufactured homes within the Community must meet Community established standards respecting
  the maintenance of the manufactured home, fire standards, health standards, and any other standards as
  further imposed by federal and state agencies, including the Department of Housing and Urban
  Development.
  - a. Management will support and correct manufactured home sites not maintained to the standards. A fee of \$50 per man-hour will be charged to the unit owner. This includes, but is not limited to carport clean up, gutter cleaning, roof cleaning, debris pick up, and plumbing repairs (potable or non-potable).
  - b. The amount(s) spent to maintain the home site will be considered "additional rent" or an additional assessment, as the case may be.
- 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. Any such additional fences shall be approved in writing by the BOD prior to installation.
- 11. The Resident is responsible for all water and sewer lines from the manufactured home to the connection at the central main lines. If the Co-Op is called upon to correct any water or sewer line issues, the plumber's charges will be assessed to the Resident if the clogging is discovered at any point before the connection to the central main lines. All pipe damage from the home to the central main line is the responsibility of the Resident. The amount(s) spent to remedy any sewer damage caused due to a violation of this section will be considered "additional rent" or an additional assessment and recoupable by lien foreclosure and eviction where necessary and as the case may be.
- 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. All outdoor standing water items must be emptied and secured for mosquito control.
- 13. Small electric generators may be used outdoors only during a declared state of emergency by local, state, or federal officials. Units providing more than 2,500 watts need BOD/Management approval.
- 14. The Office must know 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. The owner will be responsible for any plumbing bill in case of a water leak or break, as detailed elsewhere herein.
- 15. No signs of any kind shall be displayed, other than those listed below, without the prior written approval of BOD/Management.
  - a. General notices and articles for sale on 3" x 5" cards may be posted on the bulletin board provided for such purposes in the Club House.
  - b. 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. Signs are to be located in the planter box.
  - "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.
  - d. Political signs must be located entirely within the lot front planter box or inside the house windows or doors. Limit of 2 signs (see Section V (2) below). These signs must not exceed 18" x 24" inches in size, may be posted for 60 days before Election Day, and must be removed within (10) ten days after Election Day. No sign may display language considered a curse word, profane, or foul language.
  - e. Security company signs (ADT, Ring, etc.) are limited to two (2) per property and must be located in the lot's front planter box.

- f. Any sign in violation of the rules and regulations will be given a written warning. If the sign remains posted 72 hours after the written warning is given, the sign will be removed.
- 16. The US Flag must be flown per United States Code Title 4 Chapter 1. You may fly flags of foreign countries without flying the American flag. Still, when the US flag is present, no other national flag shall be displayed in a position of superior prominence or honor to the US flag.
- 17. No flags are permitted on lawns except for approved permanent flag poles and temporary blue flags placed on the morning of lawn mowing days.
- 18. All flags and signs must be respectful, with no abusive, profane language or graphics.
- 19. Political flags and banners may be flown for 60 days before election Day and must be removed within (10) 10 days after Election Day. At most, two (2) Political flags or banners may be displayed simultaneously inside or outside the manufactured home. No item herein may display language considered to be a curse word, profane, or foul language. No item besides those detailed herein may be displayed.
- 20. Seasonal decorations are permitted during the established seasonal periods and must be taken down by the end of the season. All presentations should not be intrusive concerning bright lights, noise, or inappropriate content (see Section XIV-4). All decorations, especially large inflatables, must be adequately staked into the ground or secured to the home structure to be considered safe.
  - a. Spring March, April, May
  - b. Summer June, July, August
  - c. Fall September, October, November
  - d. Winter December, January, February
- 21. All other types of flags (i.e., garden/collegiate/military, etc.) must be either located in the lot front planter box, on a house/pole, or be of a manufactured standard size.
- 22. Any flag in violation of the rules and regulations will be given a written warning. If the flag remains posted 72 hours after the written warning is given, the flag will be removed.
- 23. No open fires or fire pits are allowed. The use of open flame is limited to commercially purchasable grilling devices for cooking food only.
- 24. Visible Storage of items other than vehicles is prohibited in the carport, outside, or under the home.
  - a. Should ALL cars fit in the driveway with leftover space, that space may be used for patio furniture, boats, and golf carts, but not general storage, providing that everything (including all cars) can be accommodated in the driveway without blocking their sidewalk or neighbor's driveways.
- 25. New fences are permitted with approval by BOD/management before their installation, and any additional fences can only be added to those units in the pet sections.
  - a. ALL fences must be kept clean with no visible mold or mildew. Maintenance of resident-installed fencing is the responsibility of the resident.
  - b. Fences are not to exceed four feet in height and may not exceed the width of the home and carport, with a four-foot-wide gate to allow mowing machine access.
  - c. Fences are permitted only in the rear of the home in the pet sections
  - d. Lots 48 57, 115 140, and 141 172 are NOT allowed to have fences.
  - e. No electric fences are permitted.
  - f. County/City permits where obligated by local ordinance must be obtained as part of the alteration process.
- 26. A Portable Storage Unit (i.e., PODS, etc.) may be placed in front of the Unit temporarily. Management must pre-approve the placement in writing and be provided with the specific arrival and departure dates.

#### **VI. CLUBHOUSE**

- 1. The "CLUBHOUSE" is defined as the Hall, the pool, spa, shuffleboard/bocce courts, picnic area, and all attached parking areas and grounds. (As described in Prospectus page 13, Section A, Items 1-5).
- The Club House is open to all Residents and their guests from 8:00 a.m. until 10:00 p.m. No unaccompanied Guests are allowed in the Club House.
- Residents wishing to reserve the use of the Club House facilities shall contact the management office.
- 4. Bicycles are to be left in the parking lot, outside of the Clubhouse, not brought into the Clubhouse or the pool area—this does not apply to motorized wheelchairs or mechanical devices to assist people with disabilities.
- 5. 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 disabled and require the use of the handicapped access front door. Residents/guests may use the doors adjacent to the restrooms to use the bathroom, providing they are wearing dry cover-ups and footwear.
- 6. All chairs, tables, or other equipment in the Club House shall remain in the Club House. After using any such equipment, the person using it shall promptly restore and replace it to its original place. At no time will any of the equipment be loaned to any Resident of the Community.
- 7. Shirts and shoes are required in the Clubhouse at all times.
- 8. The entire Club House, except pool areas, shall be exclusively reserved for Co-Op Board/shareholder meetings with confidential and privileged communications. 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 (as defined in VI (1) above), with the exception of the picnic area, is a non-smoking area. This rule applies to any device that emits smoke or vapors. Smoking/Vaping is prohibited within 25 feet of the building or building entrance.
- 10. All weapons are banned from the CLUBHOUSE, as defined above (VI-1). Weapons are also prohibited from the surrounding parking areas and the Co-Op/Management Office.
- 11. The shuffleboard and BOCCE ball courts are available for Residents with their guests from 10 a.m. to 10 p.m.
  - a. The Resident is responsible for proper care of the equipment and facility; all equipment must be returned to its original location.
  - b. Children under eighteen (18) may not use these facilities unless accompanied by a resident.
- 12. The billiard room is available for Residents and their Guests
  - a. The Resident is responsible for proper care of the equipment and facility; all equipment must be returned to its original location. Tables must be recovered.
  - b. Children under eighteen (18) are not allowed in the billiard room unless accompanied by a resident.
- 13. Dartboards are available during clubhouse-posted hours.
  - a. Roll up dart rugs and return all equipment to its original location.
  - b. Children under eighteen (18) are not permitted to use darts unless accompanied by a resident.

#### VII. SWIMMING POOL/HOT TUB

1. NO LIFEGUARD, DO NOT SWIM ALONE, NO DIVING, SWIM AT YOUR OWN RISK,

- 2. Pool/Spa (Hot Tub) hours are 10 a.m. to 10 p.m.
- 3. All guests must follow posted rules and regulations. The Corporation reserves the right to restrict the use of the pool or spa to any resident, guest, or visitor who fails to comply with these rules.
- 4. Anyone under thirteen (13) may use the pool ONLY between 11:00 a.m. to 2:00 p.m. and 5:00 p.m. to 7:00 p.m. and MUST always be accompanied in the water by an adult resident. Non-Swimmers must use approved floatation devices.
- 5. Host Resident must accompany all Guest/s to the pool under age 18.
- 6. No one under 18 can use the hot tub anytime.
- 7. Only disabled persons may utilize the ADA chair lift.
- 8. Showering is required before entering the pool or spa per FL State Law. Showers are not to be used as bathing facilities.
- 9. Applying sunscreen products in the pool is prohibited. Chairs must <u>be covered</u> when using sunscreen products.
- 10. Use of toys, inner tubes, recreational, and flotation devices are prohibited (floating chairs, rafts, or noodle slings)
- 11. Foam noodles or wearable safety flotation devices are allowed.
- 12. Swim diapers must be worn by children under two or any child, not toilet trained to prevent contamination of the water,
- 13. Any person with incontinence problems will not be permitted in the pool. No adult incontinence products are allowed in the pool.
- 14. People with shoulder-length hair or longer must have hair confined in a barrette or rubber band or wear a bathing cap.
- 15. The Corporation will not be held responsible to Residents or their guests for any injuries or lost Pets.
- Put umbrellas down when leaving the pool area. Chairs, tables, or lounges are on a first-come, first-served basis.
- 17. Per FL State Law, beverages & food must be kept outside a 4-foot radius of the pool water. All drinks must be in a container with a secure lid. The container must not be made of paper or glass.
- 18. No equipment shall be removed from the deck area.
- 19. No pets are permitted in the pool or patio area.
- 20. No smoking is permitted in the pool area. Smoking is allowed in the picnic pavilion, provided no event is being held there. This rule applies to any device that emits smoke or vapors.
- 21. No bicycles are permitted in the pool area. Bikes must be parked at the bicycle stand.
- 22. Proper swimming attire is required. No nudity. Water shoes, sandals, socks, or any ADA-required footwear are allowed in the water. Street shoes and sandals are not to be worn in the pool.

## VIII. 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. Owners must submit an application, and the Association must approve all pets in writing before the pet's owner moves into the Community or before the Resident obtains a pet after move-in.
- 2. Pets must not weigh more than 40 pounds at maturity.

- 3. Limit two (2) pets per Unit. Dogs and cats are considered to be pets. Small birds and fish may also be kept. No exotic animal may be kept as a pet. Any animal that is not a dog, cat, small bird, or fish shall be considered exotic for the purposes of this paragraph.
- 4. Each animal must be registered and identified per owner in the Management office. The Florida Pet Law, Section 828.29, Florida Statutes, provides standardized health requirements for dogs and cats sold within Florida." Once a year, the owner must supply the Office with a current LOCAL veterinary certificate of vaccination and registration of the pet.
- 5. Residents must comply with state, county, and local pet laws.
- 6. Pets must always be on a leash outside the Unit unless in a fenced backyard.
- 7. Pet owners must clean up after their pets in the community and properly dispose of waste at their Units.
- 8. Pets must be kept inside the Unit if unattended.
- 9. Excessive noise is not allowed. Pets must not be left alone if they bark, cry, or whine when left alone.
- 10. No pets are allowed in the Community Clubhouse, recreation, or common areas at any time.
- 11. Guest pets are permitted in the pet area only, and guests must comply with all pet rules.
- 12. If a complaint concerning a pet is received by BOD/Management and determined justifiable, the applicable Resident will receive a warning. If BOD/Management receives a second justifiable complaint relating to the same pet, the Resident may be required to permanently remove the pet from the Community.
- 13. Residents shall be responsible for all damage caused by their pet to the property of the Community or another Resident in the Community and for any injuries caused by their pet.
- 14. Residents shall not conduct any pet breeding or commercial enterprise or activity in the Community.
- 15. All pet owners must report the death of their pet to the Office within 30 days after the death.

#### IX. ASSISTANCE ANIMALS

- 1. All requests for reasonable accommodation of emotional support animals must be submitted in writing to Management, accompanied by written proof of need and registration documents.
- 2. Requests will be evaluated according to the most recent Fair Housing Act requirements. A determination will be made within ten (10) days of receipt of the request.
- 3. All emotional support animals must be registered at the Office
- 4. All owners of emotional support animals must comply with applicable Rules and regulations in the Pet Section, so long as compliance does not unreasonably interfere with the emotional support animal's duties related to the treatment of the Owner's disability symptom.

# X. VEHICLES, TRAFFIC, AND TRAILERS (Section X "Pets" as referred to in the prospectus has been renumbered and is now Section VIII "Pets")

- 1. The speed limit for all vehicles is fifteen (15) miles per hour.
- 2. There is only overnight (11 p.m. to 8 a.m.) street parking with a valid resident or guest parking permit.
- 3. Residents must park ALL their vehicles in their driveway.
  - a. If 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.
  - b. "Guest Street Parking Permits" are available and valid for up to 30 days. Guest parking permits will be available at the Office for guests to use while visiting; permits are needed for overnight street parking.

- 4. No parking by residents or guests on grass areas or over yellow-marked storm drains is permitted.
- 5. Residents/Guests may only park in common parking areas to attend functions or use one of the community amenities. Violators will be towed at the owner's expense.
- Residents hosting large functions in their homes should consider having their guests park off-site and arrange to shuttle them to their homes.
- 7. No resident or guest shall park any vehicle, including golf carts, 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. Vehicles parked so that they prohibit the passage of emergency vehicles will be subject to a pass-through of any amount fined to the Community.
- 8. Residents/guests must park on the same side of the street where their home is located, facing in the direction of the normal traffic flow. They must not block or create a hazard for oncoming traffic nor park directly across from a driveway preventing exit.
- 9. No parking allowed on the West side of St. Martin Way (Clubhouse) between St. Thomas and Bimini. Any vehicle breaking this rule, including golf carts, will be towed at the owner's expense.
- 10. No street parking is allowed within 15 feet of a fire hydrant or 20 feet from an intersection per FS316.1945 b2 and 3.
- 11. No vehicle, including golf carts or bicycles, may drive on a sidewalk. Repeated violations of this rule may permanently exclude that vehicle from the park. This provision does not intend to restrict motorized ambulatory devices such as motorized wheelchairs.
- 12. No vehicle that exceeds a decibel level of 75 dB while normally operated at the park's speed limit or below will be allowed.
  - a. All residents are responsible for the compliance of their guests and renters in this regard.
- 13. Visitors and Residents with boats, campers, motor homes, or travel trailers may temporarily park at the host's house, provided space is available. No overnight street parking of these vehicles is permitted.
  - a. No one shall be permitted to sleep overnight in a car, camper, travel trailer, or motor home, even though such Unit may be self-contained.
  - b. No hookups to electrical or water supplies from the Unit to such a vehicle are permitted.
- 14. Commercial-type vehicles may only be parked within the Community if conducting approved contractor business. No commercial lettering is allowed on any Resident's vehicle.
- 15. No utility-type trailers are allowed to be stored within the community. There is also no overnight parking of these trailers.
- 16. Golf carts cannot park on the sidewalk or on the front lawn.
  - a. Golf carts may be parked in the carport provided sufficient space exists after cars are parked.
  - b. Golf carts may be parked on pre-approved pads at the Resident's Unit.
- 17. 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 always have an adult in the golf cart with them.
  - c. No child under 16 years of age may operate a golf cart.
- 18. Major repair/overhaul of any motor vehicle (including golf carts) is not permitted by or for any resident anywhere in our Community.

- a. Minor repair/maintenance such as, but not limited to changing wiper blades, adding water to batteries, adding air to tires, vehicle washing, waxing & detailing are allowed.
- 19. Vehicles breaking these rules are subject to towing at the owner's expense.

### XI. TRASH

- 1. All household garbage and refuse must be securely tied in plastic trash bags AND stored in clean, tightly covered garbage containers. The intention of this provision is to avoid mess and spoilage and 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. Any Resident's garbage strewn around the street or sidewalk will be the responsibility of the Resident for cleanup. Do not overfill garbage bags (30 lbs. Maximum weight) or use store bags or boxes for waste.
- 3. All trash (non-garbage) must be tied in bundles or placed in separate bags and placed on the grass adjacent to, but not on, the sidewalk for pick-up on designated days.
  - a. Put landscaping waste in separate bags under 30 lbs. in weight. The brush must be at most four feet long, tied in bundles that are not too heavy to be picked up and tossed in the truck.
     Landscaping waste is restricted to 5 bags per pick-up day.
  - b. Remodeling or construction material waste must be removed either by the contractor performing the work or by the homeowner. Maintenance staff will not pick up large furniture, rugs, appliances, etc., set out for removal.
  - Disassemble and flatten cardboard boxes. Tie multiple flattened cardboard boxes into secure bundles.
  - d. Do not leave 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. RECYCLING

- a. Cardboard. Newspaper. and paper only—a dumpster is available in the clubhouse parking lot.
- Plastic bottles, glass, and cans can be recycled at the Pinellas County Recycling Center at 1551
   Starkey Rd, Largo (south of Willow).
- c. Residents and their Guests may not dispose of propane tanks, tires, or paint and chemicals through regular garbage collection. These must be taken to the Pinellas County Hazardous Collection Site. For information, call 464-7500 or visit www.pinellascounty.org/utilities.
- d. Electronic devices, Computers, batteries, etc., can be taken to stores that accept such items.

#### XII. RESPONSIBILITIES

- 1. All manufactured homes in Paradise Island must be insured for liability. Proof of at least \$100,000 liability insurance must be on file in the PI office and updated annually.
- 2. The Corporation shall not be responsible for loss or damage caused by fire, theft, civil disturbance, or act of God to any person, home, or personal property.
- 3. Residents are responsible for damages caused by themselves, their families, renters, and guests.
- 4. The Corporation is not responsible for supplies or equipment sent to the Clubhouse for use by any resident.
- 5. The Corporation will not be liable for any accident or injury to anyone using recreational facilities. All residents and guests assume liability for physical damage or personal property while using said facilities.

#### XIII. COMPLIANCE AND DEFAULT

- 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 per Chapter 723, Florida Statutes.
- 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 per 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 per Chapter 723, Florida Statutes, upon the determination by the Corporation that the Member or Leaseholder misstated any information on any application or entry forms required by the Corporation before admittance as a Leaseholder of the Community or a Member of the Corporation.
- 4. In addition to the remedies mentioned above, the Corporation reserves the right to assess violation fees as explicitly provided herein:
  - a. Hearing: No fine or suspension levied by the Board shall be imposed upon a person without first giving such person at least fourteen (14) days' notice and an opportunity for a hearing before a committee consisting of at least three (3) Members appointed by the Board. The committee shall otherwise comply with the requirements of Florida Statute Section 723 as amended from time to time.
  - b. Procedure: The notice required by (a) above may be combined with the notice given by or under the authority of the Board to notify the person of the nature of the violation. The notice shall provide the opportunity, date, location, and time to appear at a hearing where the fine assessed by the Association will be reviewed by a committee.
  - c. Committee Decision: The committee considering the fine shall meet and hold a hearing. At the conclusion of the hearing, the fine or suspension shall either be confirmed, or, rejected by the committee. If the committee does not approve a proposed fine or suspension by a majority vote of the members of the committee present at the hearing, the fine or suspension shall not be imposed.
  - d. Fine: Any fine confirmed by the committee may then be levied by the Board against the person subject to the same. After the fine has been confirmed by the committee and levied by the Board, the Association shall send the person written notice of the amount of the fine and demand payment within five (5) days of written notice being provided to the Owner. Notice shall be deemed provided upon mailing or hand delivery of the notice of levy. A fine shall accrue interest at the highest rate allowable by law and may accrue late fees in the same manner as a delinquent Assessment. A fine shall not become a lien on any lot. Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be legally entitled. The Board may elect to utilize fining rather than injunctive relief, without waiver of such rights to pursue injunctive relief, and such election shall not be eligible for consideration in any affirmative defense related to selective enforcement. In any action to recover a fine, the prevailing party is entitled to collect reasonable attorney's fees, paralegal fees, and costs from the non-prevailing party.

# XIV. CONDUCT (Section XIV as referred to in the prospectus has been renumbered and is now Section II)

1. Loud noises; disorderly conduct; abusive; profane or threatening language; harassment of Residents, their Guests, or Management, 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. Smoking/vaping is only permitted in designated areas; see Section VI-10.
- 3. Possession of or dealing in a controlled substance, as defined in Chapter 893, Florida Statutes, is prohibited. Conviction of involvement in any illegal drug activity will be automatic grounds for termination of the 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 explicitly provided in Chapter 723 of the Florida Statutes.
- 4. The operation of motor vehicles, car horns, musical instruments, radios, televisions, stereos, and tape recorders shall not harass, annoy, or inconvenience any other Resident. Quiet hours between 11:00 p.m. and 8:00 a.m. are strictly enforced in this regard.
- Disputes between neighbors, including personal conflicts and domestic quarrels, are not within the
  purview of Management or the Board of Directors, and the Management will not become involved unless
  such activities are deemed to be causing an effect upon, and detrimental to, the Community at large.
- 6. Directing, harassing, intimidating, or otherwise trying to disenfranchise, cyber-bully, or persuade Paradise Island residents, Management, or staff by any means, including Social Media, is prohibited.

#### XV. MISCELLANEOUS

- 1. All contractors and other persons/entities wishing to conduct business activities in Paradise Island must obtain approval from Management. Approval may be obtained by providing proof of licenses, proof of insurance, and any other material/information that the Management may require. All contractor work is to be done Monday Friday between 8 a.m. and 5 p.m. Weekend 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. The resident will be held responsible for any damages to community property by their agent, contractor, employee, or vendor.
- 2. All residents requiring large moving vans to enter/exit the Community must notify the Office to ensure the Emergency Gate on Palm Island can be opened. No large moving vans will be allowed to enter or leave the Community through the Willow Street entrance. If a resident fails to notify the Office and a van enters or leaves the premises and causes damage, such as breaking a storm drain, the Resident will be liable for repairing the drain.
- 3. The resident will be responsible for any damages to community property done by themselves, their contractors, agents, employees, or vendors. This includes but is not limited to community water lines, electric, cable, or telephone.
- 4. No boats are allowed in any pond except pond maintenance boats.
  - No swimming or wading in any pond is permitted.
- 5. Feeding wild or stray animals or waterfowl on Paradise Island is prohibited.
  - a. Elevated bird feeders designed for seed-feeding birds are allowed. They must be kept clean and maintained to minimize attracting rodents and/or waterfowl.
  - b. Friends of Strays/Meow Now: feeding is up to 3 hours per 24-hour day, clean dishes, cat food, and fresh, clean water. All containers must be stored indoors during non-feeding times.
  - c. Food is NOT to be left out at night or overnight.
- 6. Residents and their guests may fish on ponds bordering his/her lots. All other residents and guests may fish off common property at ponds 2 and 3. Catch and release only.

- Fishermen should know that ponds are designed to catch sewer runoff, including dog-walking contributions, fertilizers, and pesticides.
- b. Those fishing are responsible for following any local/state fishing license requirements.
- c. Guest children under 18 must be accompanied by an adult while fishing.
- 7. Residents must maintain contact information at the Office locally or whenever they are absent from the park for more than two weeks.
- 8. Mail is delivered to the Resident's door and deposited in their mailbox. Mailbox type, location, and installation must conform to USPS regulations and have written management approval. Management will not deliver mail to a resident that is delivered to the Community Office but will try to contact the recipient if possible.
- Residents should promptly report private or Community property vandalism to Largo Police and then to Management.
- 10. Complaints concerning infractions of these rules should be reported in writing to Management.
- 11. 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 is not responsible for delivering or failing to report such messages.

If any provision of these rules and regulations is 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 continue in full force and effect.

The rules and regulations presented herein are adopted by the PARADISE ISLAND CO-OP, INC. Board of Directors and supersede and replace all rules and regulations previously in effect.