

**SOUTH WINDS MOBILE HOME PARK  
RULES AND REGULATIONS  
(With additions *{in italics}* approved at the Annual Meeting on 3/3/2018)**

**PLEASE READ CAREFULLY**

Welcome to South Winds, a community for residents fifty-five (55) years of age and older. South Winds provides facilities and services specifically designed to meet the social and physical needs of persons fifty-five (55) years of age and older. South Winds Mobile Homeowners Association, Inc., (the “Association”) recognizes the need to provide ample housing opportunities for older persons and makes every effort to provide for the housing needs of those fifty-five (55) years and older. Please refer to Exhibit “N” of the Cooperative Prospectus for a statement of policies and procedures to enact this provision.

A mobile home park is a special kind of community involving the sharing of common facilities and extensive contact among residents. The conduct of residents affects the pleasantness of living in the park and the legal right of other residents to peaceful possession of their premises. Accordingly, each resident is required to conduct himself/herself in a neighborly, pleasant and compatible manner at all times. Legitimate complaints should always be reported to the office, but habitual complainers or agitators do not make good neighbors.

All reasonable means have been taken to insure that your residency here is safe, pleasant and enjoyable. This property is privately owned by the Association and we are required by law to abide by certain standards. Many of our rules and regulations are based on what is required by law. The rest are published to protect life, property and privacy. Our success has been due largely to the fine residents we have here at South Winds. All new residents are expected to cooperate in the same way and observe all the park rules and regulations. Consideration and courtesy to others, plus cooperating in maintaining an attractive home, will help maintain our high standards.

South Winds is a resident-owned park. The minimum age for all residents and owners is fifty-five (55) years of age, except an under fifty-five direct descendent of a deceased homeowner can own that home through inheritance. However, this new owner cannot be a resident until he/she reaches fifty-five (55) years of age.

No one can own more than one (1) home at any one time, except when a current

owner is buying or inheriting a different home. One of the homes must be put up for sale immediately when the acquisition is complete. The home for sale may not be occupied during this dual ownership.

#### I. ACCEPTANCE

1. All applicants for residency must be approved by the Association. Residents must be persons fifty-five (55) years or older. The application process is taken care of by the Association office.

#### II. DRESS CODE

1. Minimum dress code at South Winds includes covering the torso and wearing footwear in a manner that is comfortable, yet not offensive.

#### III. PETS AND ANIMALS

1. Animals, except a pet cat as noted below, reptiles and noisy pets are not permitted.

2. A resident may have a pet cat that is strictly homebound and not a nuisance to the park. The pet cat must be registered with the park office and approved.

3. Please do not feed or otherwise encourage wild or domestic animals to come into the park.

4. Animal pets of guests, except a pet cat that is strictly homebound and not a nuisance to the park, will not be permitted on the premises overnight.

5. Control and clean up of animal pets of guests are the responsibilities of the resident being visited.

6. If a pet cat has lived on the premises, the homeowner must disclose this fact to a renter or buyer.

#### IV. YARDS

1. Homeowners are responsible to maintain all planting on their lot. Any addition or removal of trees must be approved by the Association.

2. It is the homeowner's responsibility to make arrangements to have someone maintain his/her lot in his/her absence. Should a lot become overgrown, the Association may arrange for clean up at the homeowner's expense.

3. Mowing and Trimming - South Winds provides periodic lot mowing and trimming as a convenience to its homeowners, but could discontinue this service at the discretion of the Association. Homeowners are ultimately responsible for keeping their yards mowed and attractive.

4. Water Use - No sprinklers or continually running water is permitted. Only hand watering with a container or hose is permitted. All water use must comply with city, county, regional water district and state restrictions.

#### V. PARK PROPERTY

1. The Association will maintain the common park property as well as larger trees and palms planted by the Association. Trimming and pruning of these trees shall be done at the discretion of the Association. According to Sarasota County Ordinance, trees are to be preserved as in the public interest. Trees, therefore, will be removed only when clearly dead or a hazard.

#### VI. RECREATION FACILITIES

1. All buildings, equipment and facilities are used at the residents' and guests' own risk. Recreational facilities hours are posted. The Association is not responsible for personal property of others.

2. Anyone using the facilities shall leave them in a neat, clean and orderly condition when they are finished. There may be a cleanup charge for private affairs. Children must be accompanied by a responsible resident. No smoking on or around shuffle courts, in common buildings or inside the pool area.

3. No alcoholic beverages are to be consumed in or around recreational facilities, except that alcoholic beverages are permitted at Association approved social functions when provided by residents and guests for residents and guests or when served or provided by the Association. The selling of alcoholic beverages is prohibited.

## VII. SCHEDULING OF EVENTS

1. The recreation hall and other recreational facilities are mainly scheduled and managed in cooperation with the Recreation Club. All homeowners have the right to use these facilities at reasonable times and by scheduling ahead of time. The Association shall have final say on use of facilities in case of dispute.

## VIII. POOL

1. Pool regulations and hours are posted. Pool use may be restricted at certain times for exercise class or other group activities. The pool area is for the use of residents and their guests only. The Association reserves the right to restrict use of the pool area. The pool has no lifeguard. Anyone using the pool does so at his/her own risk. Do not swim alone. NO SMOKING OR GLASS CONTAINERS in the confines of the pool.

## IX. T.V.

1. The Association provides a cable/satellite system. Service for the system is available only during normal working hours. Report any problems to the park office. Outside antennas at the homes are not allowed, except for small satellite dishes as mandated by Federal law and approved by the Association.

## X. LAUNDRY EQUIPMENT AND FACILITIES

1. Coin operated laundry equipment and laundry facilities are provided for use of park residents and guests. Hours of operation and rules are posted in the facility.

## XI. GARBAGE AND TRASH

1. Maintenance will collect yard waste the morning of scheduled garbage pick-up.
2. Waste must be placed in covered receptacles and placed at the curb no earlier than 1 PM on the day prior to scheduled pick-up.
3. Refuse containers shall be kept clean and in good condition.
4. Residents should contact Waste Management for scheduling and mandated recycling information.

## XII. VEHICLES AND TRAFFIC

1. The speed limit in the park is 15 miles per hour.
2. All vehicles in the park overnight must be identified by:

*Owners and Annual Renters - green sticker*

*Seasonal Renters - yellow sticker*

*Visitors - yellow tag*

All stickers and tags are available at the Association office.

3. There are twelve (12) active RV (Camper/Motor homes) and Boat parking spaces available to resident unit owners at the back of the Park. A designated number of resident owners will be authorized to park one (1) boat or RV in this area free of charge. Spaces will be assigned on a first come basis, and must be renewed annually, with the stipulations that you must use it or lose it. (Not to be used for storage of vehicles or vehicle for storage.) Once all spaces are filled a waiting list will be established.

4. Except for loading and unloading, all other boats, RV's, utility trailers, travel trailers, motor homes, and trucks must be parked in the owner's driveway. Any vehicle that is unlicensed, inoperative, or no longer used must be removed from the park.

5. RV's may not be occupied.

6. Parking is permitted only in your own driveway or in another driveway with owner's permission or in other designated parking areas in the park. If you do not wish for anyone to park on your driveway during your absence, you will need to block your driveway.

## XIII. SUB-LETTING

1. All rentals must be handled by the Association office. Rental of a home is permitted one (1) time during a twelve (12) month period. The rental period cannot be for less than three (3) months. Prospective renters must file an application to rent with the office, be at least fifty-five (55) years old and be approved by the Association. Renters are expected to comply with all Rules and Regulations. A renter may rent no more than twice; seasonally or annually.

2. It is the owner's responsibility to see that the required rental application is completed and returned to the office. Failure to do this will subject the owner to a fine and

the renter will have to leave the park.

#### XIV. GUESTS, RELATIVES AND CHILDREN

1. Residents are responsible to see that overnight guests are registered. Guests are permitted to stay up to a maximum of twenty-one (21) days/nights in the park, which must be followed by thirty (30) consecutive days/nights out of the park. Because the office may not be open when guests arrive, owners may have registration forms and tags at their home for their guests; forms and tags are available in the office.

2. The resident is responsible for notifying the office if guests are visiting when the resident is not present.

3. Registered guests are permitted to use the recreational facilities. Residents are responsible for the safety and conduct of their guests. Persons under the age of eighteen (18) must be accompanied by a responsible adult when using the recreational facilities of the park. Day guests must be accompanied by a resident if they are utilizing the facilities.

4. Golf cart drivers must be sixteen (16) years of age or older.

#### XV. DEPARTURE AND VACANT PREMISES

1. When closing residence for the season, residents should notify the office.

#### XVI. MAINTENANCE OF HOMES

1. Owner's unit and lot must be maintained and must comply with all applicable governmental ordinances.

2. Appliances may only be kept in the home or in approved utility rooms.

3. Commercial trucks or unsightly vehicles of any type cannot be kept on the owner's lot.

4. Umbrella-type clothes lines may be erected on any lot where adequate space exists. They should be removed when not in use. Clothes lines are available at the laundry.

5. Electric, telephone and television cable are installed at each home site. Hook up of TV cable service is done by Park Maintenance. Each homeowner must make his own application for electric and telephone service. Any changes in utilities must comply

with all governing ordinances.

6. No fences of any type are permitted on residential lots.

7. a. Sewage line – the park is responsible for the clean-out cap and the sewage line out to the main park sewage line. The resident/unit owner is responsible for the sewage line from the clean-out cap into the unit.

b. Water line – the park is responsible for the main shut-off valve (either brass or PVC) and the water line going to the main park water line. The resident/unit owner is responsible for the water line between the main shut-off valve and the unit. Any water lines within the unit and any attached spigots to the water line after the main shut-off valve are the responsibility of the resident/unit owner.

c. Electrical utility – for new and existing units, the park is responsible for the physical utility pole or utility pedestal and the power from the FP&L main connection to, and inclusive of the main circuit breaker. All other elements of the electrical service are the responsibility of the resident/unit owner (i.e. from the main circuit breaker to the unit and all services within the unit).

8. *A home shall have skirting enclosing its entire foundation crawl space, extending from the home to the ground, including a mowing edge to protect the skirting and make mowing easier, if applicable. All vent openings in this skirting shall be covered with a material with openings not to exceed one-quarter inch in dimension. The entire skirting enclosure, including its covered vent openings, shall be made of materials with enough strength and durability to keep rodents and other nuisance animals out of the crawl space.*

## XVII. SALE OF HOMES

1. Owners intending to sell their home must contact the Association office for all forms and procedures.

2. Owners selling their unit are allowed to display one “For Sale” sign in or on the home not larger than 14” x 18” or display an approved realtor sign.

3. All purchases and sales are not final until approved by the Association.

#### XVIII. MOBILE HOME ACCESSORIES AND IMPROVEMENTS

1. Any additions or exterior improvements to the home, except painting and/or touch up painting with the same color, must be approved, in writing, by the Association before any work begins.
2. New patios and driveways are to be of concrete, with the driveways no less than twelve (12) feet wide by the distance from the street to the back corner of the home additions, unless lot size makes it prohibitive. Room additions shall be raised, if feasible, to level of the mobile floor.
3. Any screened room added to a carport must leave a minimum of 20 feet available for parking.
4. All sheds must be within the boundaries of the home and covered by extension or present roof line and attached to same.

#### XIX. NEW HOMES ENTERING THE PARK

1. New homes entering the park must be approved by the Association.
2. All single wide homes are to be fourteen (14) feet wide and all double wide homes are to be twenty four (24) feet wide or larger unless lot size is prohibitive and such installation would violate any zoning ordinance. The Association may grant a written variance for the size requirement of a mobile home at its sole discretion.
3. New home owners must obtain a copy of all new home specifications from the Association office.

#### XX. HOME IMPROVEMENT PROGRAM

1. The Association will inspect the exterior of all units semi-annually. Any needed improvements will be recorded and communicated to the homeowner in a letter from the Association.
2. *Homes that are left vacant for more than twelve months must be inspected for visual evidence of intrusion of vermin. The homeowner will be notified that an inspection is needed. The homeowner will be given 30 days to have the inspection completed and the results reported to the Association's office. The Association will perform this inspection, if requested by the homeowner, or if the homeowner fails to respond to the notice. If intrusion is found, the homeowner has 30 days to resolve the intrusion.*



3. Any home owner who feels that the upgrading program has been applied to his/her home unfairly may appeal to the Association and the Association will discuss the decision with him/her to determine if there should be any reconsideration.

## XXI. MISCELLANEOUS

1. South Winds residents expect that anyone with a suggestion, concern or complaint will deal directly with the issue. If the issue requires action from staff or the Board of Directors, a written form available at the office must be completed, signed and submitted to the office. The signature on the form will not be disclosed.

2. Residents should respect one another and conduct themselves appropriately at all times. Quiet time begins at 10 P. M.

3. The Association reserves the right to ask any visitor to leave for unbecoming conduct in the park.

4. No commercial or charitable solicitation is allowed.

5. The Association prohibits yard, patio, or garage sales of any type.

6. If you require a maintenance worker, please contact the office. Maintenance and office staff are available during non working hours for emergencies only.

7. Emergencies should be reported to 911. Suspicious activity should be reported to the sheriff's non emergency number. Do not confront or engage any suspicious persons.

8. Inheritance - Any person (s) inheriting a home should contact the Association office for proper procedures.

## XXII. VIOLATION OF RULES

1. If the owner fails to make repairs or perform maintenance to any part of the home, its fixtures or equipment, or fails to remedy a condition which has become objectionable to the Association, the Association may invoke remedies under Section 719.303 of the Florida Statutes.

### XXIII. RESPONSIBILITY AND LIABILITY

1. Recreation facilities are provided for use of residents and their guests. Where needed, rules and regulations are posted.

2. The Association shall not be liable for accident, injury or death to persons using recreational facilities. Persons abusing facilities are responsible for damages to facilities.

3. All residents must comply with all applicable laws, ordinances and regulations of Sarasota County and the State of Florida.

### XXIV. FINES

1. The Association may levy reasonable fines for failure to comply with any provisions of our Master Documents.

### XXV. NOTICES

1. All notices required under these rules and regulations shall be in writing and deemed given when mailed by certified mail, return receipt requested, to the resident's primary address. The Association shall give the resident an opportunity to cure the resident's failure to comply with these rules and regulations before taking any further action as provided by Section 719 Florida Statutes.

### XXVI. RULES AND REGULATIONS ENFORCEMENT

1. The failure of the Association to enforce any of the rules and regulations shall not be deemed as a waiver of the right to enforce those rules and regulations at a later date. The Association shall not be liable for its failure to enforce any rule or regulation.

2. In the event any rule or regulation is held invalid or unenforceable, said invalidity shall not affect the remaining rules and regulations.

### XXVII. APPLICATION OF RULES

1. The Board of Directors may, with the approval of the majority of the Directors, exercise discretion in the application of established rules and regulations in certain situations. This may occur only when an exemption is determined by the Board to be in the best interest of the majority of the Association shareholders.