## BAHR'S MOBILE HOMEOWNERS' COOPERATIVE, INC RULES AND REGULATIONS

EFFECTIVE: JUNE 11, 2018

These rules supersede any previous rules and were passed by majority vote at the March 13, 2018 Annual Shareholders Meeting. This property is owned and governed by the Corporation of Bahr's Mobile Homeowners Cooperative, Inc. The rules and regulations are to help assure the protection of your safety, property, and privacy. These rules and regulations may be amended with a written notice of amendments ninety (90) days prior to effective date.

In the event a situation arises that is not covered in these rules and regulations, the Board of Directors' (herein known as the Board) decision will govern.

- 1. Maintenance fees / rentals are based on two (2) persons or less per residence. One of the residents must be a minimum of fifty-five (55) years of age.
- 2. Residents must register all overnight visitor(s) at the office. Individual residents will be responsible for actions of their visitor(s).
- 3. A visitor(s) must be supervised by a park resident so as not to create an annoyance to other residents. A visitor(s) is not allowed in the recreation hall, swimming pool, or other recreational areas unless accompanied by a park resident. USE AT YOUR OWN RISK. If a minor visitor(s) (18 years or younger) is not supervised by a current park resident, the visitor(s) will be asked to return to the resident's unit OR leave the park. Our park is not a play area for unsupervised visitor(s), not only for their safety but also for Bahr's Mobile Homeowners resident's safety and liability purposes.
- 4. Resident(s) and/or their visitor(s) must conduct themselves in a manner that does not disturb or annoy their neighbors. Quiet hours, 11 PM 8 AM.
- 5. **NO PETS ALLOWED.** Any unit owner(s) in violation of this rule, having been told of the infraction, will have a fine imposed after the third day of the following: \$200 beginning the 4th day, \$400 on the 5th day, \$500 on the 6th day, and \$100 for every day thereafter. If the fine is not paid, a lien will be placed against the shareholder's lease. A **visitor(s) with pets** must provide the office with a copy of the pets' current vaccinations within one day of arrival and must keep the pet on a short leash and in control at all times. When walked, a visitor(s) must take the responsibility to clean up after their pet. A visitor(s) pet stay is limited to seven (7) days.
- 6. Recreational facilities, such as club house, shuffle courts and pool, etc., are available for use of residents and visitor(s) as follows:
  - ➤ Park Association Shuffle park residents
  - ➤ Shuffle park residents / visitor(s) only
  - > Bingo park residents / visitor(s), residents of Hillside Mobile Home Park
  - > Dominoes anyone may attend
  - Cards anyone may attend
  - Hymn Sing anyone may attend

- Coffee Hour park residents / visitor(s)
- > Park Activities
  - Entertainment anyone may attend
  - Dinners park residents / visitor(s) (with availability of food) only with the Exceptions of:
    - Christmas Dinner park residents / overnight visitor(s)
    - Anniversary Dinner park residents, overnight visitor(s) and invited family visitor(s)
- 7. Garbage MUST be put in plastic bags and put in the dumpster. Nothing should be left outside the dumpster. No outside storage or garbage, bottles, cans, boxes and / or equipment is allowed at a unit. Recyclables may be put in the recycle containers located in the garage, NO BAGS ACCEPTED. Disposition of trash, such as furniture, large boxes, appliances, etc., are the responsibility of the resident (i.e. recycling center on Handcart Rd., Zephyrhills, FL).
- 8. Maximum speed limit through the park is ten (10) mph. Please obey. Motor bikes are to be kept on the roads.
- 9. Storefront individual yard sales or commercial advertising for profit is not permitted on a unit site, common ground, or anywhere in the park.
- 10. Each unit owner is provided with one (1) off street parking by their unit. In addition, a golf cart **OR** motorcycle may be parked at the resident's unit. No additional cars, campers, motor homes, trailers, travel trailers, boats, trucks or car carriers are permitted in the park except in the designated storage area. Please contact the office to make arrangements. A unit owner may give permission to another unit owner to use their one (1) off street parking, provided such parking does not interfere with another unit owner's off street parking. The permission must be in writing, dated, and on file in the park office.
- 11. A coin-operated laundry is available for your convenience from Oct. 1 Apr. 30. Upon prior approval by the Board, retractable or umbrella type outdoor clothes lines are permitted on your site. These lines must be totally removable, and folded up each evening. Clothes are not allowed to remain on the lines overnight. No drying of clothes except in designated drying area.
- 12. Residents are responsible for keeping their own unit site clean. There is not any storage allowed in front of any residence.
- 13. Landscaping and lawn maintenance are the responsibility of the unit owner(s). During the months of May through October, a lawn service will cut the grass at no charge. **Flower beds are the responsibility of the unit owner(s)**. During the months May to November, when the unit is not occupied, unit owner(s) must arrange to have flower beds kept in reasonably neat condition by having work completed at their expense. If a unit owner(s) does not make arrangements, the Board will make arrangements and bill the resident. Residents must get approval before the planting of trees or shrubs. Once planted, all plants become the property of the park, but shall be the responsibility of the resident to maintain. Residents MUST NOT trim any park trees without permission.

- 14. <u>REPLACEMENT OF ELECTRIC POLES & SERVICE</u>. Residents who have electric service on a pole are responsible to replace it, when necessary, and responsible for electric box and line from the meter to the unit.
- 15. A unit owner(s) is responsible for the maintenance of the water line from water main valve to the unit.
- 16. A unit owner(s) is responsible for the maintenance of sewer under unit to main sewer line.
- 17. Residents are expected to comply with county and state water codes.
- 18. Any unit being placed in the park, unless authorized by the Board, shall not be older than three (3) years at the time of setup. Prior to entry and setup, the Board approval must be obtained as to size, year and condition. With written approval, variances may be allowed by approval of the Board.
- 19. A unit must be tied down and skirted with aluminum or vinyl skirting, or decorative blocks (with Board approval) within 14 days after setup. They must meet the specifications of all county, local and state codes, and get permits that are required. Any construction shall be approved by the Board.
- 20. All units must meet specifications of all local, county and state codes. Any construction shall be approved by the Board. No building or construction contract shall be valid without the Board's consent.
- 21. Unit owner(s), or their agents, are responsible for any incident caused by them resulting in damages affecting the park or separately owned property. They are also responsible for providing an individual casualty insurance policy to protect their separately owned property.
- 22. The Board shall have access to the unit site at all reasonable times for the purpose of ensuring safety of the residents, the repair or replacement of utilities and for the enforcement of the rules and regulations. Nothing shall obligate the Board to make repairs upon the unit site: it being understood that it is always in the care of the unit owner.
- 23. Sale of a unit: It is requested you provide the Board a 30 days notice when selling. A unit owner(s) may sell (a) privately, (b) by help of the Board or (c) through a broker. 'For sale' signs, not to exceed three (3) at a size no larger than 18" x 18", are permitted with only one on the unit. Bahr's Mobile Homeowners Cooperative, Inc. will provide any new purchaser with a copy of the Master Proprietary Lease and amendments, By-Laws and Rules and Regulations. A sale may be rescinded by the Board for lack of notification.
- 24. Any sale of a unit is subject to review and approval by the Board. If the condition of the unit is unacceptable and does not meet county and state requirements, the unit must be removed from the park within 45 days. The Board may withhold approval until the unit is in full compliance with the Used Mobile & Recreational Vehicle Code (Departmental Rule 15C-2) and the Federal Mobile Home Construction and Safety Standards.

- 25. A prospective unit owner(s) must qualify with the requirements for entry into the park under the rules and regulations. Admittance may be refused for, amongst other reasons, bad credit, prior felony convictions and failure to make full disclosure or providing false information. If needed, the Board shall have 30 days to approve a new unit owner(s).
- 26. We are not an "assisted living" park.
- 27. Occupancy by visitor(s) of the unit owner(s) shall not exceed one (1) month, unless approved in writing by the Board, but no visitor(s) may occupy the unit unless one or more of the permanent unit owner(s) are there in occupancy, or unless approved in writing by the Board.
- 28. Immediate family members of unit owner(s) are allowed to use the unit for a period of two (2) weeks in the off season (May 1 Sept. 30) without unit owner(s) present, but a letter must be sent to the park office for written Board approval.

## 29. ESTABLISHED RATES FOR STORAGE:

Storage for Park Residents only – Storage during winter months (November 1st thru April 30th) is free to residents.

<u>Summer storage shareholders' only</u> - \$35.00 per month per unit stored. This will become effective July 1, 2016. Summer storage is May 1<sup>st</sup> – October 31<sup>st</sup>. If space permits, current RV'ers, with a deposit on file, may also use the storage area. All residents must have their own insurance.

- 30. Bahr's Park upholds the laws of the State of Florida concerning harassment.
- 31. Any concern, complaint, or grievance regarding park rules and regulations should be submitted to a board member in writing.
- 32. The pool is open to unit owner(s) / visitor(s). However, the visitor(s) must be accompanied by the unit owner(s) with whom they are visiting. **There is no lifeguard, so swim at your own risk**. In addition, for safety purposes, there MUST be at least two (2) people present when using the pool. Due to insurance liability, there will be no exceptions or waivers to this rule from this date forward. Also in case of an emergency while at the pool, use the cell phone available at the pool, bring your own cell phone or go to the nearest neighbor to call 911. Pool hours are from 9 AM to 10 PM, and the pool will be locked at all other times. Also, the pool will not be opened if the outdoor temperature is a high of 70° (seventy degrees) or below.
- 33. All rent, assessment or common expense charges due hereunder shall be payable in equal monthly installments in advance on the first day of each month, unless the Directors shall otherwise direct (Master Proprietary Lease 2 J). A five percent (5%) late fee will be assessed to a shareholder if the assessment is not received by the 8th of every month. This allows a seven (7) day grace period. There will also be one (1) courtesy call per unit owner(s) per year before assessing the late fee.
- 34. Any items placed **ABOVE** (protrudes above ground level) on common ground must be approved by the Board with the exception of stationary items (i.e. telephone, electric poles).

35. Park improvement work – Three (3) written quotes, estimates or bids from licensed contractors are <u>required</u> for projects in excess of Twenty-Five Hundred Dollars (\$2,500.00) for work completed by out of park contractors. If three (3) written quotes, estimates or bids are not received, then documentation of attempting to contact five (5) licensed contractors is required.

## **RULES AND REGULATIONS FOR SEASONAL RENTERS**

In addition to the park rules and regulations, the following rules apply:

- 1. A mailbox key will be issued to each renter. A \$10.00 deposit is required, which will remain on file and will be refunded when the renter no longer rents in the park. Mail for short stay renters will be delivered / collected by renters at the office.
- 2. Recreational vehicles will be allowed to place a deposit on an RV site after April 1st for three (3) months. However, if someone contacts the office and wishes to rent that site for a longer period of time before September 1st, the office will contact the original tenant and they will have an option of either renting for a longer period of time or choosing another available lot in the park. If they do not wish to do this, their deposit will be returned to them. If there is a failure to notify the office in writing, within 45 days of intended arrival, no refund will be given unless there is documentation of sickness or death.
- 3. All rent shall be payable in advance on the first day of each month. A five percent (5%) late fee will be assessed to renters if the rent is not received by the 8<sup>th</sup> of every month. This allows a seven (7) day grace period. There will also be one (1) courtesy call per renter per year before assessing the late fee.
- 4. Renters may leave their apartment / lot deposit, cleaning deposit, utility deposits on file from year to year. However, upon deciding not to return the following year, renters must clean apartments before leaving in order to have their full deposit returned. The apartment inventory/condition will be inspected by the office personnel before deposit is returned.
- 5. **If renters violate the pet rule** (#5, page 1), they will be asked to board their pet OR leave the park within 48 hrs. of said violation.