

***DELL LAKE VILLAGE***  
***RULES AND REGULATIONS***

Effective 2/5/2007

This Community is intended and operated for occupancy by persons 55 years of age and older and, as such, adheres to the requirements of the Housing for Older Persons Act of 1995. Consequently, at least 80 percent of the occupied units must be occupied by at least one person who is 55 years of age or older as of the date of occupancy.

1. At the time of application for initial occupancy, or upon demand of Community Management, all prospective residents and all existing residents shall be required to produce for inspection and copying, one of the following age verification documents: driver's license; birth certificate; passport; immigration card; military identification; other valid local, state, national or international documents containing a birth date of comparable reliability or a certification in a lease, rental agreement, application, affidavit or other document signed by an adult member of a household asserting the age of the occupants of said home. The minimum age for all residents is 45.

Notwithstanding the above, the Community Management reserves the right, in its sole discretion, to grant exceptions to the minimum age requirements of this Rule, while still maintaining compliance with the Housing for Older Persons Act of 1995. On January 1<sup>st</sup> of each even numbered year, all existing residents shall be required to provide the names and ages of all current occupants of the unit, in writing, to Community Management. Failure to provide the written occupant documentation shall constitute a violation of these Rules and Regulations and the home owner may be subject to eviction pursuant to Section 723.061, Florida Statutes.

2. The proposed new Resident shall have a credit rating acceptable to Management. Management reserves the right to review and determine the significance of the proposed new Resident's criminal, juvenile, military, and employment records if any. Management reserves the right to refuse admittance to the community. References may be required and checked before admittance. Applicants must be considered desirable and compatible with other residents in the community. Once a person has been approved for residency you must have written approval of park management prior to any change in the number of persons residing in the home. Any guest of a resident seeking permanent residency or a proposed roommate must be approved for residency by park management before moving in to the home or park.

4. Resident must give Park Management thirty (30) days written notice when they intend to sell their home or when they intend to move out. If notice is not received, the resident will be responsible for rent owed on the home until the current lease expires. No renting, subleasing, or loaning of mobile home is allowed in the park. One "For Sale" sign 10"X15" shall be permitted in the front door or window. All prospective buyers must be approved by management.

5. All overnight guest(s) must register with the park office. Guest will be given a pool pass for use of pool while staying in the park. No guest can stay for more than 15 consecutive days and not more than 30 days per year unless such person has permission from the park.

Visiting children are not permitted to play in the streets or in the yards of other residents. The resident will be held responsible for damages caused by their guest's children. Children must be off the street after dark unless accompanied by a responsible adult.

6. The clubhouse will be open from 9:00 a.m. to 9:00 p.m. or extended for special functions. Individuals under the age of 18 must be accompanied by an adult. All buildings, equipment, and facilities are used at the resident(s) and their guest(s) own risk. Anyone using the park facilities shall follow all posted rules and must leave the park facilities in a neat, clean, and orderly condition when they are finished. Failure to do so can result in a temporary suspension of use of the facilities for a period of 30 to 60 days according to the severity of the violation. Park management will notify the violator/resident in writing the agreed to suspension period within 24 hours of the violation.

7. Laundry room hours and rules are posted at the facility. Facilities and equipment in the laundry room are to be used only for their designated purpose. The management assumes no responsibility for the proper operation of any of the equipment. The availability of the Laundromat is subject to termination by the management at any time upon proper notice. Resident must leave the laundry room and its equipment clean after each use. No laundry shall be left unattended at any time.

8. Pool hours are from 9:00 a.m. to sundown. Food, alcohol beverages, glass containers and children under 12 without adult supervision are prohibited. No children in pool between 1:30 p.m. and 3:30 p.m. Pool rules are posted in pool area. Absolutely no diving and horseplay in and around pool area! Do not hang on dividing rope. Only appropriate swimming attire allowed. No t-shirts or cutoffs jeans allowed in pool. The use of suntan oils is prohibited in pool. You must shower before entering the pool. No floats, inner tubes, rafts, and balls in pool. Noodles, arm bands, and inflatable vest are acceptable.

9. Drunkenness, serving of alcoholic beverages outside of home, or excessive noise causing disturbances will not be permitted in the park. Excessive noise or loud parties that disturb the peace and tranquility of other Residents will not be permitted. Residents shall be held responsible for their conduct and damage caused or created by themselves, members of their household, or any of their guests to any property within the community. Neighborhood disputes are not the concern of the owner/management unless the community is involved. Personality conflicts are not under the purview of the owner/management.

10. **THE POSTED SPEED LIMIT IN THE PARK IS 15 MILES PER HOUR.** Yield to all pedestrians, golf carts, and bicycles. Major auto and machinery repair work is NOT allowed on lots or driveways. No parking on the grass or street. Boats and RVs are not to be parked in the driveways or carports for more than 24 hours without prior permission from park management. All extra vehicles, RVs, campers, boats and trailers are to be registered with the Park Manager and assigned a parking area in the storage section. It is the resident's responsibility to maintain area around stored vehicles. All vehicles must be operational and must have current tags/registration on them. Unsightly or unused vehicles and items will be asked to be removed. Trucks over one (1) ton are not permitted. Larger trucks must be garaged elsewhere.

11. Lawns, landscaping, trees, and shrubs on each site must be maintained by the Resident. Residents are to water and trim their lawn, trees, and shrubs in order to maintain a well-kept appearance. Lawns are to be cut once a week during the growing season. All

expenses incurred in caring for your lot shall be the sole responsibility of the Resident. Lawns, trees, and shrubs not maintained by the Resident, in accordance with these rules, shall be maintained by Management to the cost of the Resident. All grass cuttings, brush, dirt from the street, etc. must be bagged and held for trash pick-up. No burning trash, leaves, or other materials is permitted.

12. Each Resident must keep his home and home-site in a clean and neat appearing condition and free of any fire hazards. Resident is to pressure clean the outside of his home as needed in order to maintain a well-kept appearance of the home. It is the responsibility of the resident to keep their carport and driveway neat and clean. Carports, screen porches, and patios are not to be used as storage areas. No clotheslines or hanging of clothes outside allowed!

13. Before any exterior construction of any type is begun on the home-site, or any additions added to a home, the Resident must obtain written permission from the Management. Fences are prohibited. Detailed plans, with specifications, for any additions or exterior alterations to the home must be submitted and approved by management and the City Building Department before any work begins. An additional permit may be required by the municipality in which the community is located.

14. Under NO circumstances shall a resident order or contract for any repairs on behalf of the park. Any site improvements, other than existing improvements provided by the landlord, shall be at the expense of the resident.

15. Garbage cans must be stored out of sight at all times. All garbage must be placed in plastic bags whether it is in container or not. Garbage is to be placed curbside every \_\_\_\_\_ for pick-up. Garbage and lawn waste must be placed in separate bags/containers. Tie limbs in small bundles. Do not put lawn waste, heavy items, construction debris in the dumpster. Please breakdown cardboard boxes before placing them in the dumpster. Place lawn refuse in a pile near the dumpster and construction lumber next to gate. Heavy items such as toilets, water heaters, and furniture should be put on the cement pad to the rear of the dumpster area. "Toxic Waste" means batteries, tires, paint and paint cans, oil and oil cans. For information on how to dispose of these items, contact the park office.

16. All mailboxes must be uniform with no newspaper holders attached.

17. Pets must be licensed by the local governmental authority and be approved by and registered with the Management. Only registered pets owned by Residents are allowed in the community. **NO VICIOUS BREEDS OF ANIMALS (PETS) ARE ALLOWED IN THE PARK!** Each family may keep two pets not to exceed 25lbs when the pet(s) will reach full maturity. Only domesticated house pets will be allowed. Residents, upon request from management, shall provide proof of current tag/license for their pet, as well as proof of current vaccinations.

All pets, when outside the home of their owner, must be kept on a leash at all times. Pets are prohibited in the clubhouse, pool, or any of the common facilities/areas of the park. No pet may be left outside the home or in a screened room unattended at any time. Pets are to be walked only in your own yard or in designated common grounds. Residents are

responsible for the removal of all pet excrement or litter from the home-site or from any place in the community that the pet may be exercised by its owner.

No outdoor pet enclosures will be permitted in the community. Resident is responsible for any damage caused by his or her pet to park property or to the property of any other resident. Noisy or unruly pets or those which cause legitimate complaints will not be allowed to remain in the community. "Sustained barking for more than 5 minutes at any time is considered unacceptable behavior." In the event of complaints from residents about your pet, and if investigations reveals that the complaints are warranted, one warning will be issued to the owner. Upon the second justifiable complaint, the owner will be required to remove the pet from the park or vacate the premises.

18. Lot rental amounts are to made payable to the park in US Funds and must be by check or money order. Cash will not be accepted! A late fee of \_\_\_\_\_ will be charged to your account if payment is not received by the 5<sup>th</sup> of the month. Money orders or cashier's checks "only" will be accepted from any resident who has had two (2) checks dishonored within any consecutive 12 month period. A NSF fee of \_\_\_\_\_ will be due for any returned or dishonored check.

19. Residents contemplating absence for extended periods of time should notify the park office and file forwarding addresses for availability in case of an emergency and make provisions for the routine care of the home site.

20. Notice of violation of the Covenants will be delivered and mailed to the Residents by the Management. Copies of these notices will be maintained on file and serve to determine chronic violators, who may be evicted in accordance with Florida statutes. The Management will use reasonable efforts, within their own judgment, to protect the person or property of the Resident, it being understood, however, that the community, its owners, the Management or any of their employees, shall not be in any way liable for personal injury to any person or for loss, theft or damage of property.

21. All persons who enter or live in the community do so at their own risk. The owners and management of the community absolve themselves from all liability or responsibility pertaining to loss by accident, property damage, fire, theft, or any other cause whatsoever, whether by automobile, other vehicle, or otherwise, regardless of the location of same on the Dell Lake Village Property.

**22. IT IS THE DUTY OF THE RESIDENT MANAGER TO ENFORCE THE PARK RULES AND REGULATIONS. INTERFERENCE, HARASSMENT OR VERBAL OR PHYSICAL ABUSE OF THE MANAGER WHO IS IN THE PERFORMANCE OF HIS OR HER DUTY IS CAUSE FOR TERMINATION OF TENANCY.**

23. The rights of Management contained herein are cumulative, and failure of Management to exercise any right shall not operate to forfeit any other right of Management. No waiver by Management of any of the Community Covenants shall be deemed to imply a further waiver of that or any other community Covenant.

WE THANK YOU FOR YOUR COOPERATION.