

AMENDED DUNEDIN PALMS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

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DUNEDIN PALMS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

Dunedin Palms Homeowners Association, Inc. ("DPHAI") is a for-profit cooperative corporation charter pursuant to Chapter 719, *Florida Statutes*. Pinellas County and the City of Dunedin have regulations that affect some aspects of DPHAI. For example, DPHAI is zoned under the zoning authority of the City of Dunedin. For all purposes DPHAI is a retirement-oriented park.

Thus, some of the DPHAI Rules and Regulations (the "Rules") necessarily derive from state, county, and city statutes. Other DPHAI Rules and Regulations are designed to maintain DPHAI as a quality Five-Star, 55 and older, ~~manufactured~~ home community and to ~~insure~~ **ensure** Unit Owners' safety, comfort, privacy, and protection of property.

DPHAI Rules may be amended from time to time as the current Board recommends, and upon approval by the affirmative vote by a majority, consisting of fifty percent (50%) plus one (1) of the total DPHAI Unit Owners entitled to vote at a properly ~~noticed~~ **called** meeting. A tie vote ~~shall~~ **causes** the proposed amendment to fail. Text of the proposed change ~~shall~~ **must** be posted in a conspicuous place in the Park at least four (4) weeks prior to the called meeting. Cooperation of Unit Owners and their Tenants in observing the Rules will result in a pleasant, safe environment in the Park. Consideration of and courtesy to others, plus your cooperation in maintaining an attractive home will help maintain the high standard of this community.

Notwithstanding the amendment provisions set forth herein, the affirmative vote thresholds established by Florida law, including sections 719.1055(1) through 719.1055(3), *Florida Statutes*, as modified or re-codified by further act of the Florida Legislature, ~~shall apply~~ **applies** to any amendments as to the subject matter outlined in ~~the aforementioned these~~ statute(s).

Paragraph Seventeen of the Master Occupancy Agreement ("MOA") entitled Park Rules states as follows:

DPHAI has adopted the Rules, and the Board may alter, amend, or repeal such Rules and adopt new ones. This MOA ~~shall~~ **must** be in all respects subject to the Rules which, when a copy of the MOA has been furnished to the Resident, ~~shall~~ **must** be taken to be part of this MOA, and the Resident hereby ~~covenants~~ **agrees** to comply with all such Rules and see that they are faithfully observed by family, Tenants and guests. Breach of a Rule ~~shall be~~ **is** a default under this MOA. DPHAI ~~shall be~~ **is not** liable or responsible to the Resident for the nonobservance or violation of Rules by any other Unit Owner, Tenant, or other person.

All DPHAI Unit Owners have signed the MOA upon the purchase of a share and have agreed at the time of closing that they will abide by these Rules.

A. GENERAL

1. The terms "Articles," "Assessment," "Bylaws," "Commercial Enterprise," "Common Expenses," "Common Surplus," "Cooperative Property," "Park," "Rules," "Special Assessment," "Tenant," and "Unit Owner" shall have the meanings defined in the Master Occupancy Agreement. The terms "Association," "Board of Administration," "Common areas," "Cooperative," and "Cooperative parcel," and "Unit" shall must have the meanings defined in § 719.103, *Florida Statutes*. The term "Board" shall have the meaning defined in the Bylaws.
2. Application to purchase a share in DPHAI, along with all other necessary documents as required by Paragraph Eighteen of the MOA, must be submitted to the Board. As set forth therein, such notice must be given thirty (30) days prior to any such transfer, and the Board shall have fifteen (15) days to approve or disapprove the transaction. In order to comply with the Fair Housing Act, at least one (1) Unit occupant must be at least fifty-five (55) years of age or older while any person occupies said Unit. Persons under the age of fifty-five (55) and more than fifty (50) years of age may occupy and reside in a Unit as long as at least one of the occupants is fifty-five (55) years of age or older. The Board shall have the power to make hardship exceptions to this provision consistent with applicable law. The maximum number of permanent occupants in any Unit is two (2) persons.
3. Visitors are allowed on a temporary basis, and in any event may not stay longer than thirty (30) days cumulatively in any calendar year. All guests of Unit Owners in residence staying more than forty-eight continuous hours must register with the DPHAI office. Visitors who are relatives (not friends) of the Unit Owners may occupy a home for a maximum of thirty (30) days without the presence of the Unit Owners. The Unit Owners must register their visiting relatives, two weeks prior to their arrival, for Board approval, and include the following information: names, and relationship to Unit Owner, and dates of arrival and departure. The Unit Owners are fully responsible and liable for the behavior and conduct of their relatives.
4. Maintenance fees and payments on notes are due on the first day of each month. Payments not received by the 5th day of the month will be considered delinquent and a flat rate penalty of \$25.00 will be charged. If, at the end of the first month incurring a late fee, the account is still delinquent an additional \$25.00 late fee will be charged on the first day of the following month. The Park Manager, or if one does not exist, the Treasurer, will notify the delinquent Unit Owners and payments will be due upon receipt of the delinquent notice.
5. Remedies of DPHAI for violations of these Rules, the Bylaws, and the MOA are covered herein and in Paragraphs Twenty-One (21), Twenty-Seven (27), Twenty-Eight (28) and Twenty-Nine (29) of the MOA, as well as Section 719.1255, *Florida Statutes*, which deals with remedies for violation of the law or the documents creating the cooperative.

6. Pets and service animals and emotional support animals permitted in the Park by DPHAI are as follows:

- a. Birds housed in cages inside ~~manufactured~~ homes.
- b. Neutered cats which Unit Owners and Tenants do not permit to leave their Units.
- c. No other pets are permitted.
- d. Service animals or emotional support animals of any type ~~are~~ may be permitted with proper documentation in accordance with our service animal policy.
- e. Owners, tenants, and guests are required to clean up outdoor waste deposited by their service animal or emotional support animals. Owners will be responsible for their tenants' or guests' violation of this provision.

All Unit Owners, Tenants, and their respective guests are subject to the DPHAI Pet and Service Animal/Emotional Support Animals Policy, fully incorporated to these Rules by reference.

B. HOME SITE

1. DPHAI has the right to access ~~manufactured~~ homes to prevent imminent danger to occupants or to the ~~manufactured~~ homes and as permitted by § 719.104(1), *Florida Statutes*. DPHAI has the right to entry on to lots for repairs of and maintenance of utilities, maintenance of lots, and protection of the Park at all reasonable times.
2. Grass mowing and sidewalk edging will be done by DPHAI hired contractors as well as trimming of all palm trees and tall or large trees not readily trimmable by Unit Owners or Tenants. DPHAI's cost for such work will be included in the monthly maintenance fee or Assessment.
3. Fertilizing, weed and insect control and sod replacement of lawns are to be done by Unit Owners on their respective lots at their respective costs.
4. Weeding and trimming of planters is to be done by Unit Owners or Tenants at their cost. Lots must be kept attractive at all times to maintain park standards. Unit Owners or Tenants leaving for more than sixty (60) days must arrange for planter and lot maintenance at their cost. If such work is not done, the Board ~~shall~~ will write the Unit Owners or Tenants accordingly, setting a date for completion of the neglected maintenance. If the noticed work has not been completed within fifteen (15) days after the letter is sent, DPHAI will hire someone to do the work and the Unit Owner will be billed for the cost.
5. Unit Owners or Tenants may landscape lots other than in planters with the prior written approval of the Board. Such approved landscaping must be maintained thereafter at the Unit Owner's or Tenant's expense. The Board ~~may~~ will require execution of a document confirming responsibility of the Unit Owner under this Rule. Residents ~~may~~ will not plant trees on lots. All lot plantings are DPHAI property and are removable only with DPHAI written permission.
6. Lawn watering may be done only at times set by the City of Dunedin, which schedule is published daily in the Tampa Bay Times and varies according to current drought conditions.

No automatic sprinkling device may be used except where new sod has been planted on a temporary basis per approval of the Board.

7. Prior approval is required by the Board for anything other than shrubbery in planters. DPHAI requires a 7 1/2' Right of Way in from sidewalks on which only Palm trees may be planted.
8. As of the date of amendment of these Rules, driveways, and walkways to home entrances ~~may~~ must be painted in neutral colors only, such as tan or gray. Colors other than tan or gray will require Board approval. Driveways or walkways now painted in other colors must be in these neutral colors in future repainting. Exceptions to this Rule require Board approval **PRIOR** to painting.
9. A fully sodded lawn or substitute as approved by the Board **IS** allowed.
10. Fences are not permitted on lots, other than boundary fences.
11. No outdoor clotheslines or clothes racks are permitted at any Unit. Laundry must be hung in the approved drying area next to the park laundry. Coin operated laundry washing, and drying facilities are in the park laundromat for Unit Owners and tenants. Also available is a drying yard next to the Laundromat. Unit Owners must not overload laundry machines. Clean washers after use and remove lint from dryers. Dyeing is not permitted in washers. Machine malfunctions are to be reported to the park Office.
12. Any offensive activities by Unit Owners, Tenants, and/or guests which may cause inconvenience to others will not be tolerated. This includes loud music, TV playing, talking, etc. after 11 PM.
13. Storage of miscellaneous personal property under a carport is not permitted, except tables and, chairs intended to be outside furniture, grills, bicycles, and workbenches which may be stored in these areas ~~as long as~~ if Unit Owners leave room to accommodate their vehicles.
14. Vehicles in an obvious non-driving condition for more than three (3) days will be towed at owner's expense, and unlicensed vehicles may not be parked on Cooperative Property. Only minor repairs are permitted, such as fixing of flat tires, battery jumping and other repairs which must be completed within twenty-four (24) hours after they are commenced. ~~Such~~ Repairs may only be undertaken on vehicles which are registered in the name of a DPHAI Unit Owner. Under no circumstances may oil be changed within the Park. Vehicles observed discharging motor oil, transmission fluid or other environmentally harmful or road damaging liquids will be cited. Repeat violators are subject to fines and towing.
15. ~~Boats~~ Watercraft owned by Unit Owners or Tenants may be stored under carports with not less than forty-two (42) feet of parking space under carport roof and must be under rear parts of carports only.

16. Commercial vehicles with advertisements or signage, ~~and~~ larger than a full-size automobile or standard van carrying materials or supplies visible from outside the vehicle, may not be parked under carports or on driveways. This also applies to ~~not may~~ vans not converted to a side window type passenger recreational van. All trailers, campers, commercial trucks ~~in excess of larger than~~ larger than ½ ton capacity, and motorhomes that fit under the carport may be parked under the carport. Construction equipment or rigs ~~may~~ must not be parked in DPHAI without written approval of the Board. Violators are subject to fines and towing.
17. Feeding of pets or other animals other than inside ~~manufactured~~ homes is not permitted. Food left outside of ~~manufactured~~ homes attracts non-domestic animals, semi-wild and wild, with possible health and safety problems for Park occupants.

C. SELLING, RENTING, SUB-LETTING, AND SOLICITING

1. No peddling, soliciting or any Commercial Enterprise is permitted in the Park. Residents wanting to canvas or solicit in the Park may only do so if the organization is comprised primarily for the benefit of the Park residents, such as a chapter of the F.M.O., R.O.C. or sub-groups of organized charities comprised of residents in the Park under Section 719.109, *Florida Statutes*. Nothing in this Rule, however, shall be construed as limiting Park residents' or Unit Owners' rights to peaceably assemble under state or federal law.
2. Transfers of interests and subletting of interests must strictly comply with the requirements of Article Eighteen (18) of the MOA. All other requirements of the MOA, Bylaws and Chapter 719, *Florida Statutes*, must be strictly complied with.
3. FOR SALE signs may be displayed only inside a window of the home being sold and may not be larger than 12" x 16". FOR SALE notices may be placed on the bulletin board located to the left of the ~~Recreation Hall~~ front door of the clubhouse. No other signs will be permitted or displayed without the prior written approval of the Board.
4. Before ~~acceptance~~ finalizing a sale ~~of to~~ a prospective purchaser of a ~~manufactured~~ home by DPHAI, the current Unit Owner must submit to DPHAI within six (6) months of the sale an inspection report from a licensed pest control company certifying that the home is then free of termites, vermin, or other pests.
5. Any prospective purchaser or tenant must submit to and receive a one-time favorable background check, along with any other checks required by these Rules, the MOA, and the Bylaws. The fee for such checks is Non-Refundable and ~~shall~~ will not exceed the maximum amount allowed by law. Closing and title transfers are to be completed by the DPHAI real estate attorney or their title closing agent. All applicable criminal background costs must be paid, in advance to DPHAI, prior to Board approval. All fees are non-refundable.
6. Subletting of ~~manufactured~~ homes must strictly conform to the requirements of the MOA and in particular, Paragraphs Seventeen (17) and Eighteen (18). Prospective Tenants must submit to and receive a one-time, favorable criminal background check, at their expense, nonrefundable, paid in advance to DPHAI, which ~~shall~~ will be screened by the Board and must be approved prior to residency in the Park. The screening process is to insure

they meet the requirements of these Rules, the Bylaws, and the MOA. A credit check is not required but will be made available for those Owners renting their units if requested and paid for by the ~~Unit~~ Owner.

D. TRAFFIC, PARKING AND PERSONAL GOLF CARTS

1. Ownership and personal use of golf cars, golf carts or Low Speed Vehicles (LSV), electric or gasoline powered, is permitted, and are considered vehicles.
2. Vehicle speed limit in the Park is fifteen (15) miles per hour. Observance of posted speed limits and stop signs ~~is expected~~ must be adhered to.
3. Except for deliveries, repairs or pickups, street parking is discouraged. Parking on lawns is prohibited. No overnight parking is permitted on DPHAI streets. If a driveway is full, visitors may park in front of the ~~Recreation Hall~~ Clubhouse, the Beltrees entrance, or the Laundromat as marked. Residents must limit their vehicles to those fitting into their carport spaces, e.g., not overlapping ~~and~~ or obstructing sidewalks. The Unit Owner will be liable for any damage caused to Cooperative Property of Common Facilities by workmen.
4. Any vehicle parked in a marked parking space in the community, ~~for example,~~ such as those in front of the club house, ~~may~~ must only take up one such space. Vehicles ~~may~~ must not be parked sideways or at such an angle that parking in and use of adjacent spaces is impossible or difficult.
5. Vehicles are not permitted to drive on any ~~or park on any sidewalk~~ or grassy areas maintained by DPHAI. Golf carts may be parked in any automobile space; however, in the event auto parking spaces are needed in front of the clubhouse for a clubhouse event, golf carts ~~shall~~ must be parked in the marked golf cart area near the pool.
6. Parking on the right side of the street with vehicles facing the same direction is permitted so long as vehicles are not opposite each other and do not block anyone's driveway. Emergency vehicles must be able to pass between vehicles parked on the street.
7. The Board may take any reasonable action necessary to ensure compliance with or punish violations of Section D of these Rules.

E. UTILITIES AND HALL

1. The City of Dunedin furnishes water and sewer services to the Park and its Units, and bills DPHAI for same. These costs are included in the monthly maintenance charge and Assessments by DPHAI to Unit Owners and Tenants.
2. DPHAI is responsible for the Park underground water distribution system from the meter up to and including the shut-off valve in each lot.
3. DPHAI is responsible for underground 6" and 8" sewer lines in the Park up to and including the in-ground connections to the 4" sewer lines to an individual ~~manufactured~~

home. Residents are responsible for cleaning any blockage from and repairing of 4" laterals to ~~manufactured~~ home.

4. Duke Energy Corporation provides electrical service to the Park. It bills Unit Owners or Tenants for electrical consumption on their lots according to the lot meter. DPHAI is billed for electricity used in the Park other than on individual lots, such cost being included in the monthly maintenance charge and Assessments. DPHAI maintains electrical service up to and including meter boxes on individual lots. Residents are responsible for electrical service from and including the main breaker box to ~~manufactured~~ homes.
5. Several Telephone Companies provide telephone connections to all Units and bill the Unit Owners and Tenants.
6. DPHAI has no central gas system; Unit Owners are responsible for their own tanks.
7. Cable and Satellite TV connection to lots is available. Subscribers are billed directly. Free Wifi is available at the clubhouse.
8. The U.S. Postal Service delivers mail to each Unit daily except for select days. Unit Owners must provide and maintain their own mailboxes, using reflective three (3) inch numbers on both sides of the mailbox post.

F. PARK BUILDINGS, LAUNDROMAT, RECREATION FACILITIES, COMMON AREAS AND DPHAI GOLF CART

1. ~~Recreation Hall~~ The clubhouse, shuffleboard courts, swimming pool, lake, park area, fishing pier, and the deck outside the ~~recreation hall~~ clubhouse are for use by Unit Owner, tenants, and guests. The swimming pool is available daily from dawn to dusk. The pool is heated from November 15th thru April 1st.
2. Park hosts must accompany guests using the shuffleboard courts, which are open daily from 8 a.m. to 10 p.m., when court lights must be turned off.
3. Alcoholic beverages ~~may~~ must not be sold in common areas or within or around Park owned buildings and recreation areas of the ~~Recreation Hall~~ clubhouse. Only unbreakable containers may be used in the pool area.
4. Residents must comply with posted swimming pool rules as stated on page 11 of this Rules and Regulations document.
5. DPHAI maintains all common areas, streets, recreational facilities, laundromat, and workshop. DPHAI assumes the cost of the ~~recreation hall~~ clubhouse.
6. Other than the appliances in the ~~recreation hall~~ clubhouse kitchen, tangible personal property is the responsibility of the residents.

7. Shirts and/or cover-ups ~~need to~~ must be worn to and from all common areas and facilities.
8. Personal use of the DPHAI golf cart is for Unit Owners only. DPHAI reserves the right to restrict any inappropriate usage of the DPHAI golf cart, including by individual Unit Owners, as needed. Prior to using the DPHAI golf cart you must check tires and batteries. Upon returning the DPHAI golf cart to ~~shed~~ the garage you must plug in to recharge battery after each use.
9. Persons using the garage/workshop must use the "Sign In, Sign Out ~~Sheet~~ Board" for all tools and the DPHAI golf cart, plus sign a waiver holding DPHAI harmless for any accidents or damages resulting from the use of the DPHAI garage/workshop, any DPHAI tools, DPHAI golf cart, or any other item or equipment associated with the garage/workshop. Under no circumstances will the failure to sign a waiver prevent the relevant waiver included in the MOA from being valid and enforceable. Use of the DPHAI golf cart, DPHAI tools, and DPHAI garage/workshop area is at your own risk and by undertaking any such use, you agree to hold DPHAI harmless from any damage, claims, demands, or injuries to people or property that arise from such use.

G. THE MANUFACTURED MOBILE HOME

1. A ~~manufactured~~ mobile home must have written approval of the Board of Directors before being moved into the Park. Section 723.041(4), *Florida Statutes*, states that "the park owner shall be authorized pursuant to this section to site any size new or used ~~manufactured mobile~~ home and appurtenances on a ~~manufactured mobile~~ home lot in accordance with the lot sizes, separation, and setback distances, and other requirements in effect at the time of the approval of the ~~manufactured~~ mobile home park."
2. The minimum width of a ~~manufactured~~ mobile home being moved into the Park must be at least fourteen (14) feet.
3. Open spaces around the foundation must be covered with an approved skirting or wire to prevent animals from nesting under homes.
4. Each ~~manufactured~~ mobile home must have a carport along the driveway side of the home. The front roof edge of the carport ~~shall~~ must not ~~protrude~~ extend beyond the front overhang of the home when viewed from the side or above the home. The carport must be manufactured and installed per current building code.
5. Each ~~manufactured~~ mobile home must have a minimum 6' x 8' utility cabinet, built solidly from the concrete driveway to carport roof, as per current building code.
6. Each ~~manufactured~~ mobile home must have a solid mortared split block planter across the front of the home as per current building code.
7. Each ~~manufactured~~ mobile home entrance must have steps of split block, mortared together solidly and poured concrete or precast treads, as per current building code. Steps at the side

must be no closer to the property line than 4' as per current building code. Any attachment of the steps to the ~~manufactured mobile~~ home, may affect setbacks per current building code.

8. Handrails and porch rails on each ~~manufactured mobile~~ home must be either anodized aluminum, ~~or wrought iron, PVC or composite material~~ except for handicapped situations requiring wooden railings, as per current building code. Any attachment of handrails or porch rails to the ~~manufactured mobile~~ home, may affect setbacks per current building code.

9. Each ~~manufactured mobile~~ home driveway must be of concrete, and a minimum of 38' long, 30' of which must be under roof, and 10' wide. Unit Owners and Tenants are responsible for costs of such construction and driveway maintenance.

10. All ~~manufactured mobile~~ home electrical and plumbing connections must meet City of Dunedin building codes.

11. Each ~~manufactured mobile~~ homeowner is responsible to keep his or her ~~manufactured~~ home exterior clean, attractively maintained, repaired, and painted. Repeated or intentional noncompliance violates these Rules and could ultimately be grounds for eviction.

12. **Painting, permanent decoration or modifications must be endorsed by a written authorization by the Board** or said changes ~~shall~~ results in the Unit Owner paying all costs associated with the reversal of the unauthorized painting, permanent decorating, or modification.

13. All antennae and/or satellite dishes must be installed towards the rear of ~~manufactured~~ homes and must be physically attached to the home. All antennae and satellite dishes must have written DPHAI approval prior to installation.

14. All ~~manufactured mobile~~ homes and Units must comply with all applicable local and state building, life safety, municipal and zoning codes, or ordinances (collectively, the "Codes"). Failure to comply with such Codes ~~shall~~ will be a violation of these Rules and a default under the MOA, subjecting the Unit Owner to all penalties available under these Rules, the MOA, and applicable law.

Adopted by DPHAI ~~on January 9, 2019~~

H. POOL RULES

Warning: There is NO LIFEGUARD on duty. Use Pool Facilities at your own risk.

1. POOL HOURS ARE FROM DAWN TO DUSK.
2. POOL WILL BE HEATED FROM NOVEMBER 15TH THROUGH APRIL 1ST.
3. BATHING CAPACITY: 9 PERSONS
4. ALL PERSONS MUST SHOWER BEFORE ENTERING POOL
5. DIVING, RUNNING AND JUMPING IN POOL ARE NOT ALLOWED
6. SWIMMING ALONE IS PERMITTED IF A SIGNED WAIVER IS ON FILE IN THE OFFICE.
7. ONLY UNBREAKABLE CONTAINERS ARE PERMITTED IN THE POOL AREA
8. GUESTS UNDER 18 YRS OF AGE MUST BE ACCOMPANIED BY A PARK UNIT OWNER OR TENANT
9. PERSONS WITH CONTAGIOUS DISEASES, SKIN DISORDERS, UPPER RESPIRATORY INFECTIONS, DIARRHEA, ARE NOT ALLOWED IN THE POOL.

BE RESPONSIBLE! KEEP AREA CLEAN! ENJOY!
THANK YOU FOR YOUR COOPERATION!!

