

Francis I Cooperative Association, Inc.
Francis I Amenities Corporation, Inc.

Article XVIII of the Park documents states:

“Rules and Regulations may be adopted and amended from time to time and shall be deemed in effect until amended by the Directors and shall apply to and be binding upon all members. The members shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, sub lessees, servants and persons over whom they exercise control or supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by at least fifty-one (51%) percent majority vote of the Directors.”

Rules and Regulations

Effective July 1, 2010

The purpose of these Rules and Regulations is to insure that your residency is pleasant and enjoyable as residents of FRANCIS I (hereinafter called the “Park”) and to improve and maintain the appearance and reputation of the Park. Many of our rules and regulations are based on the requirements of Florida Law and all of our rules are written to help assure the protection of your safety, protection of your property and your privacy. Consideration of and courtesy to others, plus your cooperation in maintaining an attractive home will sustain the high standard of this community.

As a single-family, two person home, one resident must be over the age of 55, and both must be over the age of 45. No person other than an adult whose minimum age can be no less than 45 years, and one of which must be 55 years of age or older, shall be permitted to permanently reside in the Park.

I. Definitions:

- A. **Corporations** – “Corporations” means Francis I Cooperative Association, Inc., the owner of the Park and Landlord to both leaseholders and renters; and Francis I Amenities Corporation, Inc. Specified Board of Directors will be noted where necessary.
- B. **Shareholder**– “Shareholder” Shall be the person or persons owning a Share Certificate issued by either Corporation pursuant to the Articles of Incorporation and Bylaws.
- C. **Non-Shareholder** – “Non-Shareholder” shall be the person or persons owning their land, but not a Share Certificate.
- D. **Renter**– “Renter” shall mean the owner of a home in Francis I who is not a shareholder or land owner.
- E. **Seasonal Renter/Subletter** – A Seasonal Renter/Subletter is one who rents from a homeowner in accordance with the By-Laws and the Park’s Rules and Regulations.
- F. **Resident** – “Resident” shall mean all approved occupants of homes in Francis I Mobile Estates, to include Shareholders, Non-Shareholders, Renters, and Seasonal Renters/Subletters.
- G. **Park** – “Park” shall refer to all lands within the boundaries of Francis I Mobile Estates.

- H. **Boards** – “Boards” shall mean the two Board of Directors of the Corporations, the duly elected representative body of the Shareholders (Cooperative/Amenities) chosen to govern the Corporations.
- I. **Manager** – The Manager is to be CAM certified and is hired by the Boards of Directors to manage the day-to-day operations of the Park, and to enforce these Rules & Regulations.
- J. **President** – The President is the Chief Executive Officer selected by and from the Boards of Directors to have supervision over the affairs of the Corporations as provided for in the By-Laws.
- K. **Guests/Visitors** – A Guest is any person who occupies the homeowner’s house at the same time as the homeowner on a temporary basis. Visitors are persons who only visit for a day or less. Guests are limited to a maximum of 30 days per calendar year per home. Additional time may be requested from the Boards.
- L. **Caregiver** – A Caregiver is someone who provides medical/physical assistance, generally in the home environment, to an aging parent, spouse, other relative, or unrelated person, or to an ill or disabled person of any age. A Caregiver can be a family member, friend, volunteer, or paid professional. The person’s personal health care provider must certify the need and the Board must approve. A Caregiver Agreement must be signed.

II. Statements and Information

1. All prospective purchasers, subletters, and residents must meet the requirements for becoming a resident as contained in the Rules and Regulations and must be approved by the Park.
2. In each unit, one resident must be over the age of 55, and both must be over the age of 45. No person other than an adult whose minimum age can be no less than 45 years, and one of which must be 55 years of age or older, shall be permitted to reside in the Park.
3. All homes in the Park are to be single-family residences only and are to be occupied by no more than two people. **Under no circumstances** can additional people reside in the unit without application and approval.
4. An act which endangers life, health, safety, property or peaceful enjoyment of the Park or its occupants is a violation of the Rules of this Park and is grounds for eviction under Florida Law (F.S. Sections 719 and 723.061).
5. Failure to comply with the provisions of the Master Form Proprietary Lease is also a violation of these Rules and Regulations and shall constitute cumulative grounds for eviction.
6. The second violation of any other Rule or Regulation within twelve (12) months is unequivocal grounds for eviction. (Please see #10(c))
7. Rule Violations will be investigated upon receipt of written and signed complaints from two or more residents, or by witnessed by the Manager or Rules Violation Committee.
8. Written Leases are offered to all Renters prior to occupancy. Any Renter choosing a verbal lease is subject to the same terms and conditions as Tenants who have executed leases, and all of the terms and conditions of the lease are specifically incorporated herein by reference as Rules and Regulations governing the tenancy.
9. The zoning authority is Highlands County. This Park has several zones. Residents/owners must verify zoning and apply with the county for all permits.

10. The Corporation may evict a Renter, as defined by Definition on page 1, for:
 - a. Non-payment of rent;
 - b. Conviction of a federal or state law or local ordinance, which violation may be deemed by the Corporation to be detrimental to the health, safety or welfare of the other residents of the Park;
 - c. Violation of a Park rule or regulation, and/or violation of the rental agreement as prescribed by Section 719 and 723.061 of the Florida Statutes (please see # 6);
 - d. A change in the use of the land comprising the mobile home park or portion thereof;
 - e. Failure of the purchaser of the mobile home situated in the Park to be qualified and obtain approval to become a Renter, such approval being required by the Rules and Regulations herein.
11. The Corporation denies any and all liability arising from accident or injury to any person or property through the use by Residents or their guests of the Park or its recreational facilities. **Residents and guests use the facilities at their own risk.**
12. All peddling, soliciting, commercial or otherwise, is banned with the exception that Park residents have the right to canvass and solicit as allowed pursuant to Florida Statutes, regarding distribution or material relevant to the membership of the Corporation.
13. These rules and regulations may be amended from time to time. All Residents will receive written notice ninety (90) days prior to the effective date of the amendment. The Corporations reserve the right to set policy for situations not covered in the rules and regulations.
14. No mobile homes over ten (10) years old will be allowed to be moved into the Park.
15. Liability insurance is the responsibility of the homeowner.

III. Rights of the Corporations

1. The Corporation shall have the right, but not the obligation, of access to Resident's, Member's and/or Tenant's mobile home solely to prevent imminent danger to the occupant or the mobile home. The Corporation shall have the right, but not the obligation, of entry onto the lot for purposes of repair, replacement of utilities, the removal of trees and mowing of grass as shall be deemed necessary, and to bill the resident for such services.
2. The failure of the Corporations to exercise any right shall not operate to forfeit that right or any other rights of the Corporations. No waiver by the Corporations or any rule or regulation shall be deemed to constitute or imply a further waiver of that or any other rule or regulation. In simple terms, if the Park didn't enforce a rule in the past doesn't mean it can't enforce it in the future.

IV. Property Policies

1. No construction by a Resident of new structures or additions to existing structure shall commence until the Resident shall submit drawings and specifications to the Corporation and shall obtain the Corporations' written approval. The Resident is also responsible for obtaining permits required by the local government. **If you are doing external remodeling or additions, you must submit a plan package for approval.** Plan packages are available at the office.

2. All contractors are required to have liability insurance (i.e. workman's compensation, a specific liability policy). A copy of the insurance must be on file in the office. If any local, state or federal agency requires a license, then the contractor must be able to produce such license upon request. ***It is the Owner's/Tenant's responsibility to make sure their contractors comply.***
3. Residents are responsible for the overall appearance of the mobile home site.
 - a. It shall be kept in an orderly, neat and clean condition and free of litter. This will be reviewed and enforced by Board Committee.
 - b. The mobile home shall be washed or painted as needed.
 - c. Trimming, watering, weeding and general care of the lawn, shrubs and trees is the responsibility of the homeowner throughout the year.
 - d. When you leave for an extended period of time, you must make arrangements for someone to watch over your mobile home and such yard maintenance that has to be done.
 - e. The Corporations/Boards reserve the right to have any necessary work done and to bill the resident.
 - f. Homeowners must notify the office of plans to install or remove deep rooted plantings. The Park reserves the right to prohibit certain installations or removal of deep rooted plantings.
4. Each resident is required to keep his/her lot and driveway free of debris. Unless screened from public view, Appliances, boxes or equipment are not permitted to be stored on the outside of the mobile home or utility room. If you have questions about what is acceptable, please check with the office.
5. Furniture used outdoors must be of clean and good condition.
6. All clotheslines must be free standing. No stringing of clothesline on carports, homes, etc. is permitted.
7. Swimming pools are not permitted on any lot at any time. Spas must be enclosed and screened from public view.

V. Pets

1. All pet owners must comply with the Highlands County Leash Law.
2. Pets must be leashed or kept inside of the house. An adult must be in attendance when walking the pet.
3. No more than two (2) pets per family are permitted in the Park. This includes birds and other types of animals. Upon confirmation of these rules, all pets currently in the Park will be "grandfathered" in and must be registered in the office as to the kind and number of pets currently in the home. These pets **must not be replaced** when the count has been decreased until the number of pets is down to the maximum of two pets per home.
4. Pet houses, outdoor pet shelters and ties downs for pets are not allowed. Any owner of a pet that creates a nuisance through excessive noise, viciousness, or is allowed to roam freely throughout the Park will be subject to fines, evictions, and having the pet removed from the Park.
5. Each pet owner will be required to clean up the pet's feces. It is NOT permissible to select vacant common areas to deposit the feces of your pet, they must be picked up. Any owner found leaving a pet's droppings will be subject to fines, evictions, and having the pet removed from the Park.
6. County Animal Control requests us to notify residents of the following liability warning: Any person identified as the feeder of animals in the Park, whether on your property or not, will incur all of the costs involved in the case of personal injury or property damage.

7. No more than two (2) pets (dogs, cats, birds, etc.) per lot/owner are permitted. If you own multiple homes, you are limited to two pets total.
8. The pet can be exercised on the 13 ½ acres of designated common grounds property on Pepper Drive.
9. All pets must be registered at the office and licenses for Francis I will be issued. Pets must wear these tags on their collars or leashes when outside their homes. One time registration fee of \$5.00 per pet.
10. No livestock or exotic animals are permitted (pot belly pigs, llamas, monkeys, ducks, etc.)
11. Pets must be kept in control at all times.
12. Please respect other's property when walking.
13. Vicious breeds, as determined by the Park's insurance carrier, are prohibited. These breeds include but not limited to: Akitas, Alaskan Malamutes, Chows, Doberman Pinchers, German Sheppards, Huskies, English or Bull Mastiffs, Pit Bills (American Pit Bill Terriers, American Staffordshire Terriers, and Bull Terriers) Rottweilers and Wolf Hybrids.
14. All pet owners must carry sufficient homeowner's insurance to cover any liability that may arise from their pet or the pet's actions.
15. Failure to register your pets will result in a fine of \$25.00 per pet.

VI. Driving/Parking/Towing Policies

1. **Towing Policy:** The Board of Directors has the responsibility of setting this policy, as well as notifying management of any issues. The Park Manager, or in their absence, the President of the Amenities Board of Directors, shall have the authority to contact the designated towing company.
 - a) Definitions:
 - 1) "Vehicle" means any mobile item which normally uses wheels, whether motorized or not.
 - 2) "Vessel" means every description of watercraft, barge, and air boat used or capable of being used as a means of transportation on water, other than a seaplane or a "documented vessel" as defined in s. 327.02(9).
 - b) Storage Area Parking
 - 1) The Storage Areas are Permit Parking only. All vehicles and vessels must be registered at the office. Each item will be issued a permit, as well as an assigned space.
 - 2) Permits must be prominently displayed on each vehicle/vessel. Failure to prominently display a Permit will result in the vehicle/vessel being towed.
 - 3) Permits will be issued for a 6 month period. They must be renewed for each six month period. Failure to obtain or renew a Permit/having an expired Permit will result in the vehicle/vessel being towed.
 - 4) Parking in a space not assigned to your vehicle/vessel will result in the vehicle/vessel being towed.
 - 5) Vehicles/Vessels in the Storage Area must have current state issued tags and be "street worthy". Failure to have proper tags/plates, and unusable vehicles/vessels will be towed.
 - 6) All large Commercial Vehicles must be parked in the storage area.

- c) Street Parking
 - 1) Some streets and areas do not allow for on-street parking. These streets and areas have posted “No Parking” signs. Parking in these designated areas will result in the vehicle/vessel being towed.
 - 2) Do not block any driveways or mailboxes. Parking in front of driveways or mailboxes will result in the vehicle/vessel being towed.

 - d) Common Areas Parking
 - 1) There shall be no parking on Park Common Areas, including but not limited to the picnic area, easements, open/vacant lots, and fields, without proper authorization.
 - 2) Temporary Parking Permits will be issued by the office on a case-by-case basis. Permits shall be visible at all times. Failure to obtain a Temporary Parking Permit will result in the vehicle/vessel being towed.

 - e) Handicap Parking
 - 1) Only those vehicles/vessels with current Handicap Parking tags/permits, permanent or temporary, properly displayed shall be allowed to park in designated Handicap Parking spaces as per F.S. 316.1955.
 - 2) Any vehicle/vessel that does not have a Handicap Parking permit properly displayed will be towed.

 - f) After Hours Parking Policy
 - 1) Park Management will give a 24 hour Grace Period for vehicles/vessels that come into the park after hours.
 - 2) Owners of Vehicles/Vessels are required to come into the Park Office during the next business day to receive any necessary Permits and space Assignments.
2. The speed limit for all vehicles in the Park is 10 miles per hour. It is the responsibility of all Residents, Guests and Visitors to observe the speed limits that are posted in the Park.
 3. Pedestrians, wheelchairs, bicycles, golf carts and motorized handicapped assisted scooters all have the right-of-way on the streets in the Parks.
 4. All vehicles within the Park must be properly muffled, lighted and identified with state-issued tags/plates. This includes all boats and trailers.
 5. No commercial vehicle may be parked overnight on any unit without Board/Office permission.
 6. Temporary parking of RVs for loading, unloading, and cleaning only will be allowed for 48 hours only.
 7. All Stop signs are to be obeyed, *they are not suggestions*.
 8. There is no parking of any vehicles on the grass, or in empty lots, permitted within the Park. For all recreational vehicles to be parked at your home, both your regular vehicle and your recreational vehicle must be completely parked on your driveway. Otherwise, it must be placed in the storage area or off the property. A dedicated golf cart parking area is permitted; the area must be finished with gravel or paver stones.

9. Guest Parking: passes are available in the office for parking cars on lawns/grass for short periods of time.
10. No vehicles with a load capacity greater than one (1) ton shall be allowed within the Park except for deliveries.
11. Parking on unoccupied driveways is not permitted without the homeowner's **approval in writing**.
12. Only minor automobile repairs (changing tires, batteries, oil) are permitted within the Park.
13. Any person operating any motorized vehicle (including golf carts) within the Park must be of legal driving age. Children are NOT to drive golf carts.

VII. Refuse

1. Each resident has a responsibility to help keep the Park neat and clean.
2. Each resident will provide his/her own garbage containers.
3. No open fires and/or burning of any types of materials are allowed in the Park. No personal fire pits/campfires are allowed at any unit.
4. All garbage, grass cuttings, leaves, trimmings, etc will be placed at curbside according to published requirements of the waste contractor
5. Trash and yard waste cannot be placed at curbside more than 24 hours prior to scheduled pickup.

VIII. Recreational Facilities

1. For your safety and convenience, Rules regarding each facility (laundry, clubhouse, pool, etc.) are posted in their respective areas. Failure to observe these rules will be cause for restrictions on use. All equipment and facilities will be used at your own risk.
2. The Clubhouse/Recreation hall is for the mutual use of all residents and their Guests/Visitors.
3. There will be no charge for regular park activities (i.e. coffee hour, pancake breakfasts) or park fundraising events held in and around the Clubhouse.
4. There will be a charge of \$25.00 per six-week session per instructor for classes taught to residents.
5. There will be a deposit required of \$50.00 for residents who wish to use the facilities for parties that are open to other residents. The deposit will be returned after the clubhouse is cleaned and left in a satisfactory manner.
6. There will be a rental fee of \$100.00 if a resident wishes to use the clubhouse for a private function that is not open to other residents, or if the resident is using the event to generate personal income.
7. All activities must be booked through the Park Manager and placed on the Master Calendar. This includes trips outside the park. Events will be placed on the calendar on a first-come, first served basis.
8. Pool Passes are required to use the pool. Permanent passes are available to the residents, and temporary passes are available for guests/visitors. Please contact the office for the current fees.
9. If you are subletting your property, you have transferred your rights to use the Park's amenities to your renter/sub-letter.

10. Residents are responsible for their guest's behavior. It is the resident's responsibility to see that guests aged sixteen (16) years or younger, are supervised by an adult when using all of the recreation facilities, including the pool.

IX. Guest & Visitors Policies

1. Each unit is allowed a total of 30 days per calendar year of overnight guest visitations, unless a longer period is **approved in writing** by Boards/Office.
2. No guests may stay in a home without a resident present, unless **approved in writing** by Boards/Office.
3. Any child born to or adopted by a Resident who is living in the Park will necessitate that the Resident move out of the Park within twelve (12) months.
4. Due to being a 55+ park, child care and babysitting are prohibited.

X. Selling & Sub-Letting

1. There will be no subletting of a mobile home at any time without the written approval of the Boards/Office. The mobile home may be rented for a period of **no less than two (2) consecutive months** and at least one of the prospective sub lessees shall be 55 years of age or older, and none younger than 45 years of age.
2. The prospective rental couple must complete the application process and be **approved in writing** by the Park Manager before taking possession of the mobile home.
3. Any mobile home owner who decides to sell their home **must first notify the Park Office** of their intention to sell in writing.
4. Signage Rules:
 - a. Residents are permitted to sell their home or transfer title thereto and are permitted to display a "For Sale" sign not to exceed 18" x 24".
 - b. This sign may be displayed in the front only.
 - c. No other sign may be displayed on the premises.
 - d. The message on the sign shall be limited to the words "For Sale", "By Owner" or contain the name of the Real Estate Broker and telephone number of the Broker.
 - e. No other message shall be permitted.
 - f. The sign may not contain wording relative to the purchase price. "Info Tubes" are permitted for this information.
 - g. The sign must adhere to the rules of the Real Estate Commission.
5. The purchaser of a Resident's mobile home must qualify as a Resident under Park Rules and Regulations. If the mobile home is to remain in the Park, the Corporation must first approve the prospective buyer and the prospective buyer must **in writing** acknowledge receipt of and agree to abide by these Rules and Regulations. If this procedure is not followed, the home must be removed when sold and the lot cleared of all debris and slabs by the owner of the mobile home at their expense.
6. It is the policy of this Park that no person shall own or have any ownership or leasehold interest, directly or indirectly, in more than two units at any given time. Exceptions to this rule may be granted by the Board.

7. Any homeowner intending to remove his/her home from the Park must give the Office five (5) days written notice before hand. The homeowner shall be responsible for rent and/or maintenance fees for the share upon which the home was located to the last day of the month during which the home was moved. The homeowner will be responsible for the lot to be cleared of all debris and slabs at their expense. The Manager will supervise the removal of the home, and sign off on the lot clean up.

XI Miscellaneous

1. Noise and loud parties that disturb neighbors and other persons, and offensive language are not allowed at any time.
2. Disturbing use of TV, radio, stereo, power tools, etc, between 10 PM and 8 AM is not allowed. Per Highlands County Noise Ordinance No. 01-02-29 § 1
3. Report vandalism of private or community property to the proper police authority and then the office as promptly as possible.
4. All complaints must be **in writing** and signed by the complaining person and given to the Manager. All properly reported complaints will have a written reply specifying the action taken. There will be no response to anonymous or verbal complaints.
5. In conjunction with Highlands County rules, there is a limit of two Garage/carport/yard sales per year. A permit from the County is required and must be posted. Please let the office know if you are having a sale.
6. Homeowners are responsible for obtaining, erecting and maintaining their own mailboxes. All the mailbox stands are to be placed firmly in the ground at curbside.
7. The displaying of the flag of the United States of America is allowed and must be done in accordance with the United States flag code. One other national flag, pennant or windsock will be allowed if attractively displayed. Wind chimes must not annoy the neighbors, and no more than 2 sets of wind chimes are allowed per mobile. Please respect your neighbors.
8. Any obstruction of the lateral sewer line from the mobile home to the main is the responsibility of the Resident. If the Corporation is called upon to correct any obstruction of the lateral sewer line, the cost thereof will be charged to the Resident. A Resident shall maintain all electrical lines and equipment from the meter provided by the electric utility to the home in a good and safe condition. **The** Owner is responsible for all utility wires, pipes and lines, including septic systems that provide service from the meter and/or main access into the home.
9. Residents, Guests and Visitors shall obey all posted Pool Rules.

XII. Fire, Emergencies and Safety

1. In the event you have called for fire, police or ambulance assistance, notify the office after the emergency, even after business hours.
2. If you feel you have witnessed illegal activity, your first call must be to the police. The office cannot and will not address issues that should be handled by the police.
3. All homeowners should know the importance of hurricane preparedness and those who are gone for an extended period of time during hurricane season are held responsible to see that all items on the exterior areas of the home site are property secured.

XIII. Monetary/Fines Policies

1. All rents and maintenance fees are due by the 1st of the month. ***Francis I gives a 10 day grace period***, and payments are considered late if they are received after close of business on the 10th of the month. The office is open Monday to Friday; however, there are emergency telephone numbers posted on the office door.
2. In addition to the rent, the fees, charges and assessments that the Resident must pay are as follows:
 - a. \$25.00 fee for returned checks.
 - b. Late Fees are \$25.00 for renters, \$5.00 for owners/members.
 - c. Fines for Rule Violations.
3. All charges and financial obligations must be paid to the Park office before a mobile home can be sold or removed from Francis I Mobile Estates.
4. Fines will be charged pursuant with law.

These Rules and Regulations are for the benefit of the entire park. We recognize there will be extraordinary circumstances that will require exceptions to be considered. If there is any question regarding any rule, or possible exception, please contact the Park Office in writing.