Sun-N-Fun Mobile Homeowners Association, Inc.

Revised Rules & Regulations
Presented: March 12, 2026
Replaces: March 21, 2023
Effective: November 18, 2025

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the leaseholders and renters of the Sun-N-Fun Mobile Home Village, (hereafter called the Park) and to improve and maintain the appearance and reputation of the Park.

These rules have been established by the Board of Sun-N-Fun Mobile Home Owners Association, Inc. (hereafter called the Corporation) owner of the Park, and may be changed from time to time to achieve this and other purposes.

1. **DEFINITIONS**:
    1. Board – "Board" shall mean Board of Directors of Sun-N-Fun Mobile Homeowners Association, Inc.".
    2. Corporation – "Corporation" means Sun-N-Fun Mobile Home Owners Association, Inc., the owner of the Park and Landlord to both leaseholders and renters.
    3. Leaseholder – "Leaseholder" shall be the person or persons owning a membership certificate issued by the Corporation pursuant to the Articles of Incorporation and the Bylaws. Also referred to as a "Member".
    4. Lessee – shall mean Lease Holder. Also referred to as "Member" and "Lease Holder".
    5. Management – "Management**"** means the licensed Community Association Management Company hired by the Association.
    6. Member – "Member" shall be the person or persons owning a membership certificate issued by the Corporation pursuant to the Articles of Incorporation and the Bylaws. Also referred to as "Leaseholder".
    7. "Open Park Storage" means that storage that may be used to store boats and trailers.
    8. Park – "Park" shall mean Sun-N-Fun Mobile Home Village.
    9. Renter – "Renter" shall mean an occupant of mobile home, in the Park who is not a leaseholder.
    10. RV Section – "RV Section" shall mean the 39-lots contained within the boundaries of Sun-N-Fun Mobile Homeowners Association, Inc., for recreational vehicle guest.

2. **THE MOBILE HOME:**
    1. Prior to the purchase of any newly installed mobile home, the leaseholder shall submit to the Board an application to install, on an approval form, indicating all required information. Persons wishing to buy a home must have a personal interview with a Board Panel and approved by the Board before a membership certificate is issued and occupancy given. Purchasers of membership certificates and a Proprietary Lease are required to comply with the provisions of the Master Proprietary Lease. Dimension of width and length of any new

mobile home approved shall be governed by restrictions established by the Board and be compliant with Lee County codes, etc., for the lot site concerned. The position location on the lot will be determined upon examination of the site and subject to approval by the Board. Action on application must be taken by the Board within fifteen (15) days of receipt of the application.

2. Newly installed mobile homes must complete installations of prescribed appurtenances within sixty (60) days from the date of placement on a lot. Examples: Carport – aluminum carport roof, utility room, under skirting depending on prescribed items pertinent to site location and restrictions. The design of all additions must be approved by the Board. The board may approve an extension up to 90 days for justifiable reasons.
3. The Lessee shall not, without first obtaining the written consent of the Corporation and all applicable governmental authorities, alter in any way the leased site, or alter or add to the exterior mobile home presently its attachments or other permanent improvements located upon the unit without Board approval. The Lessee shall not change the color of the mobile home located on the premises or any of its appurtenances or substantially alter its outward appearance without first having obtained the approval thereof from the Board. If alternations are not completed within 6 months (per Lee County requirements) of the date of request, you must fill out another Alteration Request Form and get it approved by the Alteration Request Committee
4. Mobile homes shall be attractively maintained by the leaseholder or renter and comply with all applicable laws, ordinances, and regulations as from time to time amended. All plants, trees, shrubs, walkways, and patio placed on your lot automatically become the property of the Park. These cannot be removed without specific permission from the Board. Permission must be obtained from the Board prior to the planting of trees and shrubbery due to location of utilities, which may be underground.
5. No fences are permitted.
6. Open storage of construction materials is limited to the time during the construction period. All outside storage must be in a storage unit unless used for current construction projects. Storage under a tarpaulin or other protective materials is not allowed to extend past 30 days, without the Board's written approval.
7. Leaseholders and renters are responsible for the overall appearance of the mobile home site(s). General care of lawns, planters and shrubs is the responsibility of the member or tenant. Outside storage, units (sheds) must meet or exceed Lee County standards. No outside storage unit (shed) may be constructed or moved on to the homeowners' lot without proper permits (Association and County) and Board's written approval. No plastic outside storage units of any size or shape are allowed. One (1) outside storage unit per homeowners' lot is allowed. Homeowners' who currently have more than one approved outside storage unit, will be permitted to retain those units. However, as the outside storage units deteriorate you will not be permitted to replace the unit allowing the one outside storage unit rule to take place. An outside storage unit is defined as any structure placed on the lot (homeowner) to contain homeowner's property.
8. No repairing of cars, outboard motors, boats, or similar disturbing activity on homeowners' lot without Board approval.
9. Parking is restricted to only two (2) tenants' cars per lot. Cars must be parked in the designated areas. All parking shall be within carports or parallel to the side of the roadways. All exceptions due to special circumstances shall be subject to a written consent by the Board. No RVs are permitted to park in front of or by a mobile home more than six (6) hours or overnight unless granted special permission by Board. Boats and trailers shall be parked within a carport. Alternative storage must be approved by the Board. The Board

regulates storage lots (along the East fence). Contact the Association Office to register for a lot and to renew your current lot. Lot registration is only good for one (1) year.

10. Members are not allowed to use other Member's property for parking without written permission must be obtained and filed in the office to utilize other leaseholders parking area/carport.
11. No lot within the park shall display for sale, political, or any other type of sign in the yard.
12. Written permission must be given to the Park Office before a member can enter another Member's home or lanai. The exception would be in case of emergency.

3. <u>RECREATIONAL FACILITIES</u>:

1. No swimming in the river, canals or ditches.
2. The Clubhouse, Pool area, Shuffleboard court, Pickle ball courts, Sonny Grove Pavilion, Golf Practice Range, Bocce Ball courts and other activity areas are for the mutual use of all leaseholders, renters, and guest. Use of these for other than regular Park functions shall require written approval from the Board and a charge may be made for the use of the facility.
3. Facility Use Hours are as herein stated – seven days a week – but may change if posted.
   Boat Ramp and Dock – daylight to dark
   Bocce Ball Courts – daylight to dark
   Clubhouse – 7:00 AM – 10:00 PM – (No smoking anytime inside the clubhouse.)
   Golf Range – daylight to dark
   Pickle Ball Courts – 7:00 AM – 8:30 PM
   Sonny Grove Pavilion – 8:00 AM – 10:00 PM (calendar sign up at pavilion)
   Shuffleboard – 7:00 AM – 8:30 PM
4. Facility Use Rules shall be posted in respective areas and must be observed by all users of these facilities. Children under the age of fourteen (14) will not be allowed to use any of the facilities unless accompanied by a parent or grandparent or adult.
   No diving into the pool.
   No walking on shuffleboard playing surface or misuse of equipment.
   No ball playing in the streets or close proximity to parked cars or Leaseholder homes.
   No skateboarding.
   Bare feet, beach or swimming attire is not allowed in the clubhouse and/or Association Office.
5. Recreational Facility Specifications and Locations.
   a. The Clubhouse is located in the northwest side of the Park and consists of a main room with game and lounging areas. Approximately 4,800 square feet with a total capacity of 500 persons. Kitchen, storage room, 2 restrooms, tables and chairs, stage, public address system, air-conditioned.
   b. The heated Swimming Pool is located centrally off First Street. The pool is 30'x60' and has a capacity of twenty-three (23) persons. The pool is surrounded by deck, which has a capacity of 50 persons. During the summer months (off season) you may obtain a pool key from the office and during the winter months (on season) you may obtain a pool key from the Board member in charge of the pool.
   c. The four (4) Shuffleboard Courts with equipment storage and benches are located west of the pool with ample lighting permits everyone use of the courts.
   d. The Golf Practice Range consists of several acres in the southeast area of the fence-enclosed park.
   e. The Bocce Ball Courts are located just north of the golf practice range on Riverside Street.

f. Pickle Ball Court is adjacent to the Shuffleboard Courts.
g. Sonny Grove Pavilion is located adjacent to the Bocce Ball Courts.

4. VEHICLES, TRAFFIC AND TRAILERS:

1. Speed limit for all vehicles is 15 M.P.H.
2. No trucks exceeding one (1) ton are permitted within the Park driven by Leaseholder or Renter or guests. No flatbeds or box trailers allowed.
3. Park registration stickers should be displayed on vehicle in a visible location. You can obtain the registration stickers in the office.
4. No Leaseholder, Renter or guests may have commercial type vehicles parked inside the park overnight. A commercial vehicle is any vehicle that displays Company names, phone numbers, advertising etc. Board exemption may be considered.
5. No unlicensed or inoperative vehicle (which would normally be licensed by the state) shall be kept within the Park or on any lot.
6. All vehicle traffic shall be confined to established roadways.
7. Drivers of golf carts must be 14years of age or older. This rule is from the State of Florida State Uniform Traffic Control Rule 316.212 (7) governing the use of golf carts. Adult supervision is required.
8. Golf Carts – golf carts designed for the golf course are allowed. Golf carts listed as ATV, UTV, 4WD, AWD etc., are not permitted to operate in Sun-N-Fun Mobile Home Village. Golf carts with lift kits are permitted as long as they do not have the aggressive tires that will tear up the landscape of Sun-N-Fun Mobile Home Village. (Supplement Distributed January 12, 2016)
9. Towing Signs - Unauthorized vehicles will be towed at the owner's expense.
10. Vehicles that are "For Sale" must be kept on the owner's property.
11. Lot numbers must be displayed on golf carts.

5. POOL RULES:

1. No diving or jumping into pool
2. No Smoking in pool area.
3. No glass containers in pool area.
4. No food or drink in pool
5. No running or horseplay allowed in pool area.
6. Alcoholic beverages may be consumed under north end awning area only.
7. The pool is open from daylight to dark. No night swimming.
8. Shower before entering the pool.
9. Children under 16 must be with an adult. Young children must wear proper attire. (i.e. swim diapers)
10. Maximum people in the pool at one time: 23
11. The pool area, including loungers, is closed when cover is on the pool.
12. Proper swim attire must be worn by adults and young children.
13. On any day that the outside temperature is 70 degrees or below the pool will be closed and covered.
14. Visitors and guests must be accompanied by a Member/Renter of the Park when using the pool.
15. No personal floatation devices are to be left in the pool area. You must bring them home with you when you leave.

6. OPEN PARK STORAGE AREA REGULATIONS

1. The Board of Directors regulates the Open Park Storage area.
2. Open Park Storage may only be utilized by residents of the residents and RV Renters of the park and limited to one (1) storage space per Membership Certificate. Membership Certificate holders have priority over RV Park Renters who are considered as a temporary resident and are entitled to one (1) storage space for the length of the rental providing open storage space is available. The Member's primary residence can only be used to apply for a storage spot, and the Member/RV Renter must live in the park for a minimum of 4 months per year.
3. Renters of privately owned park units ARE NOT entitled to an open storage space but may be assigned a space if all Membership Certificate holders and RV Park renters have already been assigned a space and open storage space still remains.
4. Open Park Storage is limited to a maximum of eight-six (86) spaces and limited to boats sitting on trailers, empty boat trailers, campers, travel trailers less than 27' long, utility trailers, box trailers and car dollies. Boats sitting on trailers will be considered as one space or item. All articles placed in storage must have a lot number identification on them. Stored items must be kept reasonably clean by washing when needed.
5. Small utility trailers and jet ski trailers may be doubled up in one storage space as long as both parties agree and it's OK with the Storage Yard Manager.
6. Storage of construction or farm equipment or material related to box trucks (rental/moving vehicles), utility/service trucks, tractor-trailer or semi-trailer trucks or any trucks and trailer combination, and storage sheds or units (pods) are prohibited.
7. All articles stored must be legal with current state/county registration; the only exception would be a boat trailers used solely in Sun-N-Fun Mobile HOA, Inc., property.
8. No permanent structures are allowed, including box trailers used for storage.
9. No inoperative boats or trailers shall be permitted in the Open Park Storage Area.
10. Maintenance, repairs or other mechanical work is prohibited in the Open Park Storage Area.
11. All articles left in the Sun-N-Fun Mobile HOA, Inc., Open Park Storage during the summer months must be secure and properly covered for the summer elements and moveable.
12. Nothing may be secured, tied to or attached to the fence or trees.
13. Be aware that the Park. Open Park Storage has a typical Florida well sprinkling system, and it will be operational while your article is in the storage area. The Park cannot be held responsible for any water damage to your stored article(s).
14. Access to and from the Sun-N-Fun Mobile HOA, Inc**.,** Open Park Storage is accessed internally through the entrance from River Road only.
15. All articles in storage must maintain a six (6) foot border from the sod line around the storage area.
16. Articles in storage must remain moveable for grass cutting & maintenance of storage area. No grass/weed killer spraying is allowed around stored articles. **Store at your own risk!**
17. Sun-N-Fun Mobile HOA, Inc., cannot be held responsible for any damage or theft while your property is in the Sun-N-Fun Mobile HOA, Inc., or Open Park Storage Area.
18. Sun-N-Fun Mobile HOA, Inc., does not provide any security for the Open Park Storage area.
19. Sun-N-Fun Mobile HOA, Inc., reserves the right to refuse storage of any article requested to be stored in the Open Park Storage area.
20. Sun-N-Fun Mobile HOA, Inc., Open Park Storage markers are not to be used for wheel supports or stands.

21. Sun-N-Fun Mobile HOA, Inc., Open Park Storage registration is good for only one **(1)** season. Every season during the month of ~~March~~ February, you will need to renew your space for the following season. If you do not register by ~~March 31st~~ March 1st, your storage space could be reassigned. Once registration and assigned an Open Park Storage space, you need to obtain a new Open Park Storage key from the office after April 1st . The old key must be turned in before a new key is issued. Each Member/RV Renter person must fill out their own form. All items must face the center of the storage area for access to removal.
22. If there are any violations of these storage regulations, the Board of Directors shall hold the boat or vehicle owner subject to a fine and/or denial of extended boat and trailer use, or storage within the park.
23. All trailers stored in the Open Park Storage area must be registered and assigned space by the Storage Yard Manager. Violators will be towed and impounded at the owner's expense. Members must stay in their assigned spots unless otherwise approved by the SNF Office. If you are not in your assigned spot, you will get a violation letter and could result in you paying a fine.
24. All items in the Open Park Storage Area must be labeled with your mobile home lot number with a 2" x 2" size number decal. If your items are not labeled correctly, then a violation letter will be sent which could result in you paying a fine.

7. BOAT AND TRAILER REGULATION

1. The Board of Directors and the SNF Office regulates the Boat Dock area.
2. Management (The Board of Directors) regulates assigned boat docking. A waterfront lot leaseholder is to be given first privilege for docking his/her boat next to his/her lot. All other assignments are to be adhered to unless reassigned due to changed status or conditions.
3. Boat Dock registration is good for only (1) one season. Every season during the month of ~~March~~ February, you will need to renew your space for the following season. If you do not register by ~~March 31st~~ March 1st,, your storage space could be reassigned. Applications are due every year by March 1st. If this is not received by this date, you will lose your spot.
4. Quiet time – 10:00 pm through 7:00 am this includes all noises.
5. Boat Ramp and Dock are open from daylight to dark.
6. Boat Dock Slips are limited to a maximum boat size of twenty-five (25).
7. Renters of privately owned park units ARE NOT entitled to a Dock slip but may be assigned a space if all Membership Certificate holders and RV Park renters have already been assigned a space and a dock slip still remains.
8. Boat owners shall be liable for any damage to canal anchor posts, sea walls, docks, and another boat and its accessories
9. No docking davits attached to canal anchor posts or sea wall.
10. NO change in construction or additional or docking piers, davits, or anchor posts without written Board or SNF Office approval.
11. No ladders or docks shall be attached to the sea walls or sea wall caps.
12. Maintain no-wake speed during canal exit or entry.
13. All boats and trailers shall be stored in a designated area approved by the Dock Master or the SNF Office when not docked in canal. Owner's Lot Number shall be attached to all boats and trailers.
14. Dry-lot repair shall be limited to special permission from the Dock Master or the SNF Office.

15. All renters permitting reasonable ingress and egress to canal frontage by boaters and leaseholders/renters shall honor access to all canal docking areas.
16. All boat and trailer registration shall be legal and up to date.
17. No inoperative boats or trailers shall be permitted docking or open storage within the park.
18. Limited boat servicing is permitted, please notify the Park Office when you will be servicing your boat and/or trailer on your lot.
19. There is space made available in the southwest corner of the Open Park Storage Area to rinse your boat and do two-minute flush of your boat motor.
20. Any violations of these Boat Use and Storage Regulations shall hold boat owners subject to a fine and/or denial of extended boat and trailer use or storage within the park.
21. All kayaks, canoes and personal water devices must be secured.
22. If you are leaving the Park for more than one (1) week, you must take your watercraft out of the water. This applies to all Members, Renters, & RV Renters.

~~1. Boat owners shall be liable for any damage to canal anchor posts, sea walls, docks, and another boat and its accessories.~~
~~2. No docking davits attached to canal anchor posts or sea wall.~~
~~3. No change in construction or additional or docking piers, davits, or anchor posts without written Board approval.~~
~~4. No ladders or docks shall be attached to the sea walls or sea wall caps.~~
~~5. Maintain no-wake speed during canal exit or entry.~~
~~6. All boats and trailers shall be stored in a designed area approved by the Board when not docked in canal. Owner's Lot Numbers shall be attached to all boats and trailers.~~
~~7. Dry-lot repair shall be limited to special permission by the Board.~~
~~8. All renters permitting reasonable ingress and egress to canal frontage by boaters and leaseholders/renters shall honor access to all canal docking areas.~~
~~9. All boat and trailer registration shall be legal and up to date.~~
~~10. No inoperative boats or trailers shall be permitted docking or open storage within the park.~~
~~11. Limited boat servicing is permitted; please notify the Park office when you will be servicing your boat and/or trailer on your lot.~~
~~12. There is a space made available in the southwest corner of the storage area to rinse your boat and do two-minute flush of your boat motor.~~
~~13. Any violations of these Boat Use and Storage Regulations shall hold boat owner subject to a fine and/or denial of extended boat and trailer use or storage within the park.~~
~~14. All kayaks, canoes and personal water devices must be secured.~~

8. REFUSE AND RECYCLING

Recycle guidelines

1. Aluminum Beverage Can Are Recyclable. The Community Club has a special Aluminum Can Trailer. Beverage Cans Only! Put your cans out on the designated day for pickup.
2. Household Trash and Garbage. Put your household trash and garbage in tied plastic bags and place at the curb on designated mornings.
   If you elect to take your own household trash and garbage to the dumpster, use the two (2) small dumpsters marked for household trash and garbage. No trash or garbage left outside the dumpster. No trash or garbage on the dumpster covers. All trash and garbage must be placed inside a bag, and all bags must be tied. Throw bags toward the back of the dumpsters to keep the doors clear for the next person. Help keep the area clean and neat! Close the door after you have completed your deposit.

3. Trash from outside the Park cannot be transported into Sun-N-Fun Mobile HOA, Inc., for the purpose of disposal in the Park's trash receptacles. Violators will be fined the cost of the emptying the large dumpster.
4. Tires and wet paint will not be allowed in the dumpsters. You will need to take them down to a location for hazardous materials. If the paint is dry, then you may dispose of them in the appropriate dumpster.

What goes in the Blue Recycle Bins we all have?

Aluminum: Aluminum cans, aluminum foil, foil pie pans.
Metal: Soup cans, fruit cans, juice cans, tuna cans, vegetable cans, empty aerosol containers.
Plastic: Plastic containers marked number 1 to number 7 on the bottom unless listed in this column as a non-recyclable product, including water bottles, milk jugs, detergent bottles, soda bottles, shampoo bottles, butter or whipped tubs.
Paper: Newspaper, magazines, brown paper, white paper, and colored paper bags, phone books, junk mail, catalogs, office and computer paper, corrugated cardboard (like moving boxes) and cardboard (like cereal boxes, gift boxes, shoe boxes, beverage carry boxes, rice and pasta boxes, etc.). It will help the people picking up the Blue Bins and plus make the task a little cleaner.

What is NOT recyclable and needs to be in the 30 yard small 6-yard dumpsters for normal trash.

Glass/Plastic: Medicine bottles, Dishes, Drinking Glasses, Windows, Mirrors, Cookware (like Pyrex, Corning, etc.).
Aluminum: Pots and pans, cooking utensils, door screens, lawn furniture.
Metal: Tools, car parts, license plates, knives, forks, spoons.
Plastic: Plastic grocery bags, pool chemical bottles, motor oil containers, antifreeze containers, household chemical containers, flowerpots, polystyrene trays, newspaper sleeves, Styrofoam.
Paper: Wax paper lined packing, example: juice boxes. Shredded paper.

Please NO garbage in the 30-yard dumpster.

Please make sure that if a Contractor is working or delivering major items, they need to take away the old (i.e., refrigerators, furniture, washer/dryer, mattresses, etc.). Please do not put hazardous materials in the dumpsters (i.e., tires, paint can, etc.). If you are a New Member, you can use the dumpster to get rid of anything in the home one time only. Other Members can take their items to the following place:

Lee County Hazardous Waste
6441 Topaz Court
Ft. Myers FL 33996
(239) 533-8000

No burning of trash, leaves, or other materials is allowed

9. **MAIL**:
    1. The mail is delivered to designated ~~groupings~~ mailboxes with Key Numbers coinciding with lot numbers for Leaseholders or Renters. Collection boxes for outgoing mail are provided in the same area.
    2. Residents/Guests/RVers must keep the approach to their mailboxes clear of obstructions to allow safe access for delivery. If USPS employees are impeded in reaching a mail receptacle, the postmaster may withdraw delivery service.
    3. Posted signs in mailbox area provide guidance as to the expected behavior when mail personnel are present.

10. SELLING AND RENTING OR BUYING:

1. Leaseholders may only sell or sublet their unit or lot in conformity with the requirements of the Bylaws of the Corporation and Master Form Proprietary Lease.
2. Leaseholders may advertise mobile homes or RVs for sale on the designated bulletin boards in the Park or on the park website**.** "For Sale" signs may be displayed, in or on the mobile home or RV. You can only display on your own property, not on Park property.
3. A shareholder having leasehold rights for the lot may sell and transfer his/her home, membership certificate in the Corporation and "Memorandum of Proprietary Lease" to a purchaser qualified to become a shareholder in the Corporation and said purchaser must qualify under the terms and conditions established by the Board.
4. Information packets regarding selling, buying, or renting may be obtained at the Park office.
5. If you are already a member and wish to purchase another mobile home, your account status needs to be in good standing. NO overdue balances should be owed.
6. If you are wanting to rent out your mobile home, your account status needs to be in good standing. NO overdue balance should be owed.
7. New Unit Owners acquiring a Share Certificate and Master Occupancy Agreement are restricted from leasing/renting their lot for a period of five (5) years from the date the Share Certificate is purchased or the Master Occupancy Agreement in entered into.
8. The Park has the right to refuse future buyers based on the following grounds:
    a. A background and credit report/credit history are required for any existing member wishing to purchase a second mobile home two years or more from the date of their first purchase. This may be waived if the Member's account is in good standing. NO overdue balances should be owed or a history of late payments. The Board has the right to waive, or not waive, based on that information.
    b. The person seeking approval has willingly failed to timely and fully complete an Income Verification Form.
    c. The information disclosed on the Income Verification form tends to indicate that the person seeking approval has sufficient income and/or inability to afford to pay initial and/or ongoing expenses associated with the obligation of the Park and/or Proprietary Lease, including but not limited to utilities.
    d. The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude.
    e. The application for approval on its face, or the conduct of the applicant indicates that the person seeking approval intends to conduct himself/herself in a manner inconsistent with the covenants and restrictions applicable to the mobile home association. By way of example, but not limitation, an owner allowing a tenant or transferee to take possession of the premises prior to approval by the Association as

provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.

f. The person seeking approval has a history of disruptive behavior or disregard to the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this mobile home association as tenant unit owner or occupant of a unit.
g. The person seeking approval has failed to provide the information, fees, or who has a credit history which shows a repeated pattern of failing to timely pay the individual's debts.
h. All assessments, fines and other charges against the unit have not been paid in full.
i. The proposed occupant makes any material misrepresentation during the application process, which shall justify retroactive disapproval of the application upon discovery of the misrepresentation.

9. Dumpster Fee:
    a. Name change to Impact Fee.
    b. The price is being reduced from $750.00 to $450.00.
    c. Impact Fee for current members in good standing that are buying another property will be $300.00.
    d. No refunds for recent member purchases.

11. <u>RESPONSIBILITIES</u>:

1. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft, or Act of God to any mobile home or personal property left by the leaseholders, renters or guests within the Park boundaries. The Corporation will not be responsible for supplies or equipment sent to the clubhouse for private use by leaseholder or renter.
2. The Corporation shall not be liable for accident or injury to any person or property through the leaseholders, renters or guests' use of recreational facilities. The leaseholders, renters, or guests may avail themselves of these facilities at their own risk and assume liability and property damage or personal injury caused by such use.
3. The leaseholder must be adequately insured for public liability and property damage coverage. The Corporation may require written proof of such insurance coverage.

12. <u>COMPLIANCE AND DEFAULT</u>:

1. The Corporation reserves the right to terminate the tenancy of any Leaseholder or Renter for disregard of Park rules and regulations - and in accordance with Florida Statues 719 and the Master Proprietary Lease.
2. Upon a finding by a court, that the leaseholder or renter was in violation of any of the above-mentioned documents, the leaseholder or renter shall reimburse the Corporation for its reasonable attorneys' fees incurred in bringing such action.

13. <u>MISCELLANENOUS</u>:

1. The Park business office will be open from 10:00AM to 2:00 PM Tuesday – Friday during season and Tuesday – Friday 10:00 am to 1:00 pm during the summer. In case of emergency, telephone numbers located on the clubhouse bulletin board and office windows will direct you to responsible assistance. Hours subject to change during seasonal conditions.
2. All checks are payable to Sun-N-Fun Mobile HOA, Inc. Monthly mortgage and maintenance fees will be due on the first of the month and must be paid by the 10th of the month to avoid a late charge of $25.00. ~~The Management Company will direct where these~~

~~payments are to be made.~~ **If your account shows a history of missing payments, then you will be required to sign up for automatic withdrawals.**

3. Selling, soliciting or peddling within the Park is permitted only with the consent of the Management. Members are prohibited from running a Commercial Business out of Sun-N-Fun Mobile HOA, Inc. The Board will decide what constitutes a Commercial Business. An example would be: household moving service, crafts, hairdresser, maintenance services and cleaning services are excluded from this rule.
4. Loud noise, annoying parties or abusive language is not allowed at any time. Leaseholders or Renters and guests must exercise special care regarding the use of TV, radio, stereo and vehicle acceleration to avoid annoyance to neighbors.
5. Leaseholders and renters must promptly report vandalism of private or Park property to the Corporation. Neighborhood Watch requests the Leaseholder/Renters fullest support and participation. Everyone should store bikes securely, lock cars and entrance doors.
6. If a leaseholder or renter is without a telephone, an effort will be made to promptly notify the Leaseholder or Renter of emergency calls received at the Association Office. (Such calls interpreted as having to do with serious illness, accident, or death.) This assistance in such matters is intended strictly as a courtesy. The Corporation does not assume responsibility for delivery of any messages or for failure to report messages.
7. Only leaseholders, renters, seasonal sub-letters, and their registered guests shall be permitted to use the recreational facilities, and to attend regularly occurring functions and events such as crafts, bingo, card playing, swimming pool, bocce ball, shuffleboard, and social events.
8. There shall be a late payment penalty charge of $25.00 in addition to the advance monthly lot rental, leaseholders' monthly maintenance fee, including any mortgage payment, for each lot rental, maintenance fee, water bill, which remains delinquent beyond the **10th** of any month.
9. Violations, complaints, and suggestions shall be in writing, with contact number, lot number and signed. Place in a sealed envelope addressed to the Park Manager and dropped off at the Park office.
10. No pets are allowed in the Mobile Home Village.
11. No children are allowed to reside in the mobile home village.
12. Laundry – Only umbrella type clothes drying lines are permitted.
13. Quiet time – ~~6:00 PM thru 8:00 AM~~ 10:00 PM through 7:00 AM this includes all noises due to construction.
14. No feeding of stray animals.
15. Service animals and Emotional Support Animals (ESA) are allowed to reside in the park under rules governed by the Fair Housing Act. Documentation to the Board of Directors and the Management Company that the animal falls into one of these categories is required. The resident shall provide verification from a qualified medical professional stating they need the ESA. Members and renters are required to keep all Service and Emotional Support Animals on a leash at all times (per the Lee County Animal Control, County Ordinance #14-22), pick up after the animal, prevent it from destroying property or making undo noise. We will also need the following:
    a. Update to veterinary records for the animal
    b. Breed, size, and weight of the animal along with a picture.
    c. If the animal is considered an exotic animal, e.g., a monkey, then the medical verification must describe the specific activities the exotic animal performs for the Member.

d. If the need is apparent, e.g., a seeing eye dog, no documentation is required. If the Member's or guest's disability is not visible, the owner will need to provide medical verification of the need for the service animal.
e. If your animal harms a member or guest in the park, you will be responsible for any and all medical bills.

16. The possession and discharge of firearms, including by those with a concealed carry license are prohibited on the cooperative property and at all functions, meetings, or other gatherings of the Association. This rule shall not apply to (i) off-duty law enforcement or correctional officers; (ii) firearms that are locked inside a private motor vehicle that is parked in a parking lot when both the vehicle and the owner or legal operator of the vehicle are lawfully present; (iii) firearms that are located inside of a private dwelling unit; and (iv) the legal discharge of a firearm for the purpose of defense or in the performance of official duties requiring the discharge of a firearm. Notwithstanding anything to the contrary above, the owners of the firearm shall be responsible for ensuring compliance with this Rule, and the Association may take actions against both the owner of a firearm and the possessor of the firearm for any violation of this rule further, the owner of a firearm shall be jointly and severally liable with the possessor of the firearm for all damage resulting from the discharge of the firearm, including, but not limited to, damage of the cooperative property and damage to the property of others.
17. Meeting Decorum Rules. Members may speak at Board and Membership meetings provided that they sign in on the speaker's list. Each member will be given no more than three minutes to address an item on the agenda or to speak during any open forum period during the meeting.
18. Anit-Harassment Policy. ~~The Association is committed to providing an environment that is free from harassment of Board Members, Committee Members, Sun-N-Fun employees, Members, Guests and Renters. Harassment of any kind will not be tolerated. This includes profanities and making threatening statements for the purpose of intimating, intimidating or demeaning Board Members, Committee Members, Sun-N-Fun employees, Members, Guests and Renters as well as any harassment based upon a person's race, religion, age, sex, color, citizenship, marital status, sexual orientation, national origin, handicap or disability, or sexual harassment. We also will not tolerate defaming a person's character or making assumptions that are false. The Association will address all allegations of harassment. After the investigation, the Board proposes the fine and the Fining Committee will accept or reject the fine and/or action, to the extent warranted, in accordance with Florida Statues and the Governing Documents. Persons found to have filed false and malicious complaints of harassment will be subject to disciplinary action as well. However, complaints that are made in good faith, even if erroneous, will not be actionable~~. **The Association is committed to maintaining a cooperative community environment free from harassment and intimidation. Harassment, intimidation, or threatening behavior toward any person within the cooperative community is deemed to interfere with the peaceful use and enjoyment of the cooperative property and constitutes a violation of the Association's rules and governing documents. Harassment or threatening behavior directed toward shareholders, residents, guests, Board members, committee members, Association employees, management personnel, vendors, or contractors will not be tolerated. Prohibited conduct includes, but is not limited to, threatening statements or behavior, intimidation, aggressive or hostile conduct at Association meetings or on cooperative property, repeated verbal abuse or profanity directed at individuals in a manner intended to intimidate or demean, and harassment based upon a person's race, religion, sex, color, national origin, age,**

disability, marital status, sexual orientation, citizenship, or other protected status under applicable law. The Association may review and investigate complaints of harassment and, if the Board determines that a violation of this rule or the governing documents has occurred, the Association may pursue enforcement in accordance with the Governing Documents and Chapter 719, Florida Statutes, including the imposition of fines or suspension of use rights following notice and an opportunity for hearing before the Association's fining committee as required by law. Complaints made in good faith will not result in disciplinary action even if the allegations are ultimately not substantiated; however, complaints that the Board reasonably determines were knowingly false, malicious, or made primarily for the purpose of harassment or retaliation may constitute a violation of this rule and may be subject to enforcement in accordance with the Governing Documents and Chapter 719, Florida Statutes. We will not tolerate defaming someone's character or making false assumptions. Nothing in this rule is intended to restrict a shareholder's right to express opinions, criticize the Board, or participate in Association meetings or governance, provided such activities are conducted without harassment, intimidation, or threatening behavior.

19. Members must refrain from using vulgar language while speaking at Board, Committee, Membership or social function meetings. Refrain from using profanities and making threatening statements for the purpose of intimidating or demeaning other members or Board Members. All Members are expected to act in a civil and respectful manner. Members who violate this rule will be asked to leave the meeting and may be escorted out by Law Enforcement.
20. The Association will tape, or video record all meetings of the Board and the Membership. The tape or video record will be retained until such time as the minutes of the meeting are approved by the appropriate body, i.e. Board of Directors or Membership. Once the minutes of the taped or video recorded meeting are officially approved, the tape or video recording will be erased.
21. All communication between Sun-N-Fun Mobile HOA, Inc., and its Member(s) will be done primarily through electric means, which may include email, website and any other electronic means of communication. If a Member does not have an email address, then you will receive communication via mail.

14. UTILITIES AND OTHER SERVICES:

1. Water and Sewer
   Water is supplied by the Lee County Utilities, billed through one meter in a lump sum. As of February 1, 2005, all Leaseholders and Renters including the RV Park have water meters and will be billed by the Park for water consumption. (Northwind and Southwind are billed by Lee County). RV Billing per RV Rules & Regulations.
2. Waste Disposal service is provided by companies serving the Park and is billed directly to the Park. Homeowners must place pickup containers by roadside. Refer to Refuse-Section V. No outside refuse or materials to be brought into park for disposal.
3. Electricity and Gas:
   Electricity is supplied by Florida Power and Light Company. It is billed to the leaseholder and is the leaseholder responsibility. Electric lines to the meter are the responsibility of Florida Power and Light. Electric lines to the home/unit from the meter are the responsibility of the leaseholder. Placement of all underground and above ground electric supply lines from a meter to a home shall be controlled by Management. Any change in installation to provide more amperage shall be the financial responsibility of the leaseholder and requires

Boards approval and inspection. Gas is supplied by companies serving the Park and is the responsibility of the homeowner.

4. Cable TV
   Cable TV is provided by the homeowners and is the homeowners' responsibility. Satellite TV is permitted when the small dish is used.
5. All utility connections must be approved by the Management.
6. Keys left with the Association office at any time are for courtesy service only - - in the event of an emergency checking of homes for leaks, etc., or entry as directed by the homeowner. This service is merely a matter of courtesy and no part of rent paid is for this service, and there is no responsibility on the management or the Corporation in the event of loss or damage or failure on our part of detecting it. The Park assumes no responsibility for any loss or damage to any home or RV while in the Park, occupied or unoccupied.

15. BASIS FOR RENT, MAINTENANCE CHARGE AND OTHER CHARGES:

1. There is no entrance fee charged to homeowners.
   ~~Guests: All guests must be registered regardless of length of stay. Guests can only stay 15 consecutive days, no more than 30 days per year. If length of stay needs to be longer than 15 days, you must get Board approval.~~
2. Guests: All guests must be registered regardless of length of stay. Guests can only stay 15 consecutive days, no more than 30 days per year. If the length of stay needs to be longer than 15 days, you must get Board Approval.
3. Home Occupancy:
   One (1) or two (2) persons are considered normal. Each additional person in excess of two (2) shall be subject to Board approval.
4. Property Taxes:
   Property Taxes on common ground within the park are billed to the Corporation and are charged to the property owners on equal basis and are part of the monthly maintenance fee. Leaseholders will be assessed and billed tax by the County for their total home and lot. Lee County Property Taxes must be paid in a timely manner.
5. Pass Through Charges:
   These concern mandated capital improvements by State or local government agencies. Pro-rated billing shall be to each homeowner on an equal basis is required and will be "pass through" charges to the extent permitted by law.
6. Other Charges:
   All other services required by the Leaseholder/~~renter~~ are the sole responsibility of the Leaseholder.
7. Basis maintenance charges are as follows:
   a. Operation Costs and Taxes:
      ~~Rental and~~ Maintenance charges may change one (1) time a year with a ninety (90) day notice being given to homeowners. Refer to Section XI-1 for limitations in services included in maintenance charges. The current base maintenance charge will be in effect for a period of one (1) year from January 1st to December 31st.
8. Sub-Renting: Leaseholder shall not sub-rent their home or lot without written approval from the Board. Such approval shall not be unreasonably withheld.

9. Any Leaseholder may utilize the RV section for storage of his/her motor home/travel trailer. Please contact the Park office for payment amounts. The option is available to members with understanding they will be asked to remove the unit if a "FULL" paying renter comes forward and wants to rent that RV lot. During storage, no one would inhabit the unit. Inhabiting a unit would be considered as a full fare rental.

16. **CORPORATION AND MANAGEMENT NOTICES**:
    1. Changes in Rules and Regulations shall be a written notice to all leaseholders at least fourteen (14) days prior to any change.
    2. Management regulates assigned boat docking. A waterfront lot leaseholder is to be given first privilege for docking his/her boat next to his/her lot. All other assignments are to be adhered to unless reassigned due to changed status or conditions.
    3. The Corporation reserves the right to evict anyone who refuses to comply with any and all of the Rules and Regulations of the Park in compliance with State regulations.
    4. Limitations on Leaseholder age to conform as an Older Persons Park and in compliance with Federal Fair Housing Laws, are as follows:
        a. At least one (1) person fifty-five (55) years of age or older must occupy or reside in the Unit as the permanent occupant(s) of said Unit. It is the intention of this provision that the individuals who customarily reside in the Unit as their primary or seasonal residence while persons under fifty-five (55) are occupying the Unit as Guests.
    5. Change of land Use affecting any unit owner(s) shall be given at least one (1) year's notice prior to negotiated vacating of mobile lot.
    6. The Management Company and/or the Board of Directors will be informed of any violation. Notices of violations will be sent to the homeowner. Refer to Enforcement Compliance Policy/Procedures.

End of document

Items in RED with a ~~strike through~~ have been eliminated

Items in RED, underlined & in **bold** have added or corrected