

Paradise Bay Estates, Inc.



RULES AND REGULATIONS EFFECTIVE, OCTOBER 8, 2012

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the shareholders and tenants of PARADISE BAY ESTATES, (hereinafter called the "Park") and to improve and maintain the appearance and reputation of the Park.

These rules have been established by the Board of Directors of PARADISE BAY ESTATES, INC. (hereinafter called the "Corporation") owner of the Park, and may be changed from time to time to achieve this and other purposes. Notice of changes in the Rules shall be given to Tenants in accordance with Section 723.037, Florida Statutes and to Shareholders pursuant to the Corporation's governing documents. Your cooperation will be greatly appreciated.

I. DEFINITIONS:

- A. Corporation - "Corporation" means PARADISE BAY ESTATES, INC., the owner of the Park and Landlord to both shareholders and tenants.
- B. Shareholder - "Shareholder" means the person or persons owning a membership certificate issued by the Corporation pursuant to the Articles of Incorporation and Bylaws. Also referred to as "Member".
- C. Tenant - "Tenant" means an occupant of a mobile home in the Park who is not a shareholder and who occupies a cooperative unit owned by the Corporation.
- D. Resident - "Resident" means either Shareholder or Tenant.
- E. Park - "Park" or "Village" means PARADISE BAY ESTATES.
- F. Board - "Board" means Board of Directors of the Corporation.
- G. "Management" means Park Manager or Board of Directors.

PLEASE READ THESE RULES AND REGULATIONS CAREFULLY

II. CORPORATION RESPONSIBILITIES

- A. 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 shareholder or tenant or their guests within the Park boundaries.
- B. The Corporation is not liable for accident or injury to any person or property through the shareholder or tenant's use of the Park's recreational facilities. Shareholders, tenants, and their guests avail themselves of these facilities at their own risk and assume liability for such physical damage or personal injury caused by such use.
- C. The Corporation will not be responsible for supplies or equipment sent to the Recreation Hall for private use by any shareholder or tenant.

III. PURCHASE/SELLING/RENTING

- A. Paradise Bay Estates, Inc. is a "55 and over" community. At least one person occupying the home must be 55 years of age or older and the minimum age for any other person occupying the home is 45 years of age. Visitors may only be in residence for 30 days per year.
- B. Occupancy is based on two (2) persons per mobile home. Park Management may approve exceptions for a third person upon request. There will be a charge of 25% of your monthly maintenance fee or rent for the third occupant.
- C. The purchase or rental of a Mobile Home by a prospective resident not currently a resident in the community requires Management's approval and payment of a non-refundable \$100.00 application fee to cover the cost of a background check.
- D. All persons renting their unit must notify the Office in writing of their intent to rent and no mobile home shall be rented without Management's consent. All rental agreements must be approved prior to occupancy and meet age requirements as stated in these Rules and Regulations.
- E. "FOR SALE" or "FOR RENT" signs may be displayed only on the mobile home itself. No other signs may be displayed in a yard, including realtor signs.
- F. No personal property that is for sale (boats, trailers, vehicles, bicycles, etc.), will be allowed to be displayed on Park owned property. Such items may be displayed on homeowner's own unit or lot if they so desire.

- G. Maintenance fees and Rents are due the 1st of the month and a \$25 late fee will be assessed if received after the 10th of the month.
- H. Any new property purchaser within Paradise Bay Estates is limited to a single residence per shareholder. Upon becoming a shareholder, guest may visit during the first three months with the Shareholder in attendance. Immediate Family may use it after the three (3) months occupancy. The Shareholders must own the unit two (2) years before the unit can be occupied, leased or rented to anyone other than family. The Shareholder must notify the Office in writing prior to occupancy and the occupant must register at the Paradise Bay Estates office upon arrival.
- I. If a Shareholder chooses to purchase a new unit, his or her current unit must be put on the market and be sold as soon as practical, after closing on the newly purchased unit. Any resident or shareholder upgrading to a new unit in the park and having lived here for at least two years would not be considered a new shareholder, but will still be limited to a single residence.
- J. A Shareholder upgrading to a new unit may rent his or her old unit for a period of one year to help defray expenses until that old unit sells.
- K. When vacating the Park premises, no mobile home shall be removed from a lot until all charges have been paid to the Park Office and Management has given permission for such removal. Upon removal of a mobile home the lot must be left clean and free of all debris including the removal of the concrete pad, unless the pad was installed by Management.

IV. ADDITIONS/ALTERATIONS/IMPROVEMENTS

- A. No structural additions, alterations, changes in color or improvements, including sheds, may be made to the exterior of any unit or lot, without prior written consent from Management. An application describing the proposed construction or change shall be made in writing to Management, including drawings of all dimensions and materials to be used. All new additions to the home are subject to all County and Building codes and Paradise Bay Rules and Regulations as outlined in Policy: Building Codes (#07-2).
- B. The building of sundecks on top of Park structures is prohibited. Any present decks that are removed will not be permitted to be replaced.

- C. If an existing home is removed or a vacant lot is purchased, a new home must be placed on the lot within 6 months of the closing of the purchase of the vacant lot or the removal of the home, and all construction/installation must be complete within three (3) months from the date of commencement of the construction/installation.
- D. A ten-foot setback from the road will be all inclusive including the structure and any porches, steps, covered porches or sitting areas. Excluded will be any flower boxes, conventional window awnings and walkways. Given the layout of the Park, this setback requirement will be effective for all streets with the exception of A, B, C, D, E, First, Second, Third and Fourth Streets which will be controlled on an individual basis by Park Management.
- E. No changes may be made to any unit that effectively eliminates the last existing parking space on the unit. This includes such things as closing in a carport to create a screen room or converting a driveway or parking space to an outdoor patio. All units which currently have a parking space must retain at least one such space.
- F. Mobile homes shall be skirted with concrete construction, metal skirting, or vinyl skirting within ninety (90) days of the unit being placed on the lot.
- G. Each mobile home and its attachments shall be hurricane anchored according to the Manatee County Code at the expense of the owner within ninety (90) days of the date the mobile home is placed on the lot.
- H. Except where necessitated by an emergency, no construction will be allowed on Sunday or Holidays, and, work must be done between 7:30 a.m. and 10:00 p.m. Monday through Saturday.
- I. Maintenance of landscaping surrounding each unit is the responsibility of each shareholder/tenant at all times. All plantings become park property and may be removed by Management if deemed necessary. Please space plantings for ease of mowing. Trees must not be planted in the easements under power lines without prior written approval of Management. Consult Management prior to digging to assure the area is free from utility lines (both in the ground and overhead).
- J. Any tree determined by the Park, in its sole discretion, to be dead, diseased, or to pose a danger to persons or property in the community may be removed and/or replaced, as seen fit by the Park at no expense to the owner. When practical, any tree removed from a homeowner's lot or unit for construction purposes must be replaced in like kind by the homeowner within 90 days of completion of construction. Palms being relocated shall maintain the alignment of trees on the street and may be no closer than two feet from the lot or unit boundary.

- K. Each owner is required to keep his or her unit, premises, yard, patio and driveway neat, clean and in good repair.
- L. Subject to the conditions of Florida Statutes, Section 723.025 and 719.104(1) and any other applicable Florida Statute, Management reserves the right to inspect the exterior of each home in the Park.

V. RESIDENTS/OWNERS REponsibilities

- A. Reasonable complaints, by other residents, concerning infractions of these rules shall be made in writing and signed by the complainant and presented to the Park Office.
- B. The owner of a mobile home is responsible for all payments due.
- C. Shareholders and tenants are responsible for acquainting guests and their families, with the rules and regulations of the park and are responsible for any damages caused by their family and guests.
- D. Residents must register at the office upon entering the park and leaving the park for one (1) week or more.
- E. Fobs may only be used by residents. If it becomes apparent a Resident has left the Park and their fob is being used, their fob will be deactivated.
- F. All home appliances, including but not limited to refrigerators, washers, dryers, and water heaters must be placed within living quarters or approved utility sheds.
- G. No clotheslines shall be strung across lots or carports. Umbrella clotheslines are permitted but must be removed when there is no one in residence.
- H. When residents leave the Park for an extended time period their unit must be hurricane safe. Other than boats left in the storage yard, everything left in the Park when a resident signs out of the Park, must be secured within their own unit.
- I. DO NOT place grease, fats, coffee grounds, sanitary napkins, disposable diapers or similar items in drains or toilets. Shareholders and tenants are responsible for all problems arising from improper use of the sewer system. Cleaning of blocked sewer lines will be billed to shareholder or tenant at Management discretion, unless due to tree roots, or mechanical failure.

- J. Each shareholder and tenant must be adequately insured for public liability and property damage coverage. The Corporation may require written proof of such insurance coverage.
- K. No pets (except birds, fish, and an indoor house cat) are allowed in the park.
- L. No alcoholic beverages will be permitted to be served or consumed in or around any recreational area, Park-owned buildings or common grounds. (Alcohol may be used at special functions in the Paradise Bay or Sarasota Bay Rec Hall when approved, in writing and in advance by the Paradise Bay Board of Directors).
- M. Improper conduct of any kind will not be tolerated. Radios, televisions, scanners, etc. are to be turned down at all times. No unnecessary noise prior to 7:30 a.m. or after 10:00 pm. Please remember your friends and neighbors.
- N. Only propane fueled, free standing, above ground fire pits with grass protector may be used.
- O. Garbage will be picked up twice weekly. All garbage must be placed in plastic bags at the curb. Check with the Office as to which day it will be picked up.
- P. Yard trash such as grass, shrubbery, leaves and tree trimmings will be picked up one day per week and must be in bags with "lawn waste only" tags on trash (available at no cost at the office). Tree trimmings must be tied in bundles not over five (5) feet in length. Check with the Office as to which day it will be picked up.
- Q. Large items such as furniture, stoves and refrigerators will be picked up twice month, at the owners expense by arrangements with the trash vendor. (Check with Park office for details).
- R. Clothes washers and dryers are provided for your convenience, seven (7) days a week in the building located at the corner of Fourth St. and Center St. Please keep the laundry area clean. The laundry door locks at 10:00 pm.
- S. Commercial solicitation is prohibited except with express permission by Management.

VI. VISITORS/GUESTS

- A. Visitors/guests staying more than three nights must register at the office at the first opportunity and obtain a visitors pass to be displayed in their vehicle. Shareholders may obtain passes, in advance, to have for guest arriving when the office is closed.

- B. Visitors/guests are not permitted to live in or park a recreational vehicle temporarily on a resident's lot.
- C. Guests under the age of twelve (12) must be accompanied by an adult when leaving the lot where visiting. Children must stay off shuffleboard courts, docks, seawalls and park-owned buildings unless accompanied by an adult.
- D. The Park is not responsible for accidents or injury sustained by visitors.

VII. VEHICLES/PARKING/TRAFFIC

- A. Speed limit for all vehicles is fifteen (15) miles per hour.
- B. Pedestrians have the right of way, and must walk facing traffic. Persons using bicycles, tricycles, and golf carts must use the right side of roadway and obey the rules of the road and all traffic signs.
- C. Motorized vehicles may not be driven by unlicensed persons under sixteen (16) years of age anywhere in the Park. Lights are required for night operation.
- D. Children under 16 may operate a golf cart only if supervised by an adult.
- E. Residents are required to have a Park sticker on each vehicle.
- F. No commercial or recreational vehicles shall be parked overnight any place in the Park without the Park manager's approval.
- G. Vehicles of residents and guests must be parked in the carport or driveway. Do not park in a neighbor's driveway or carport during their absence without permission.
- H. No unlicensed or inoperative vehicles shall be kept within the Park.
- I. Residents or guest's Vehicles must not be parked in such a manner to restrict traffic or emergency vehicle access.
- J. No major repairs of vehicles will be allowed in yards, driveways or in carports.
- K. Vehicles used for moving residents in or out of Paradise Bay or Sarasota Bay Parks may be parked overnight at no cost, on a short-term basis (three nights or less) within the park. Parking is allowed only with a parking permit issued by the Paradise Bay Estates office. The office will determine the location of the parking area permitted at the time of the permit being issued. Any special circumstances (size of vehicle, weekend arrival, etc.) must be with the prior written approval of the Park Manager.

The vehicle must not block access for emergency vehicles. Generally, no parking of such vehicles will be allowed within the Sarasota Bay RV Park during the period of prime time (November 15th thru April 30th). Alternative parking areas would be as available on the big lot on Bayview or public parking on 103rd street Court.

L. Parking at the Laundromat will be allowed between 10:00 PM and 8:00 AM.

M. In the event a shareholder or tenant desires to park a vehicle or boat and trailer on their premises permanently, that shareholder or tenant shall install a cement or paving brick space. Installation plan, size and location of this space shall be approved in writing by Management prior to installation. Temporary placement of a vehicle or boat and trailer on the grass within the unit may be approved by Park Management.

N. Parking on the grass, except as noted, is prohibited on all common areas except for short term parking of golf carts and bicycles.

O. When practical a visitors' parking pass should be secured from the Office. When not practical, an overnight guest will be allowed to park on the north end of the big lot at 6th and Bayview. A note must be placed on the dash to identify which unit that guest is visiting.

VIII. OFF SEASON STORAGE

A. While a homeowner is residing in his or her home in the community, "off season storage" is available to Paradise Bay Residents, in available sites in Sarasota Bay RV Park, at the same yearly rate as the designated boat trailer storage area. Motor homes, travel trailers, utility and other trailers may be stored at the discretion of the Paradise Bay Park Manager. The off season for storage is generally defined as April 15th to November 15th of each year.