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Pasco Clerk & Comptroller, ad Interim

LAKE CONLEY MOBILE HOME PARK

RULES AND REGULATIONS

2019

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**RULES AND REGULATIONS
OF LAKE CONLEY MOBILE HOME PARK CONDOMINIUM
ASSOCIATION, INC.
APRIL 2019**

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RULES AND REGULATIONS

In addition to the provisions set forth in the Amended and Restated Declaration of Condominium of Lake Conley Mobile Home Park Condominium, and the Amended and Restates By-Laws of Lake Conley Mobile Home Park Condominium Association, Inc., each owner, occupant, tenant, invitee, or guest shall be governed by the following Rules and Regulations:

I. GENERAL PROVISIONS:

- A. Unit owners are responsible for informing the Board of Directors of any change of address, phone number, and contact persons. Forms for this process may be obtained at the office.
- B. If multiple ownership other than husband and wife, one person in each unit must have a Lake Conley Voting Certificate on file.
- C. Every unit owner is responsible for paying a monthly assessments approved by the Board of Directors. Assessments are due on the first day of each month. Automatic bank payments are encouraged. Otherwise, send your payment and coupon directly to the bank. Make sure to allow for mailing time if you choose to mail in your payment. If a payment in full is not received at the bank by the 15th day of the month for which it is due, a LATE FEE AND APPLICABLE INTEREST CHARGES will accrue to the account so long as the account remains in arrears. Any payment received by the association shall be applied first to interest, then to the late fees, then to any attorneys' fees and costs, and then to the assessment balance.
- D. Each mobile home unit shall be used only for the purpose of a single-family residence. One occupant of each unit **MUST** be a minimum of 55 years of age. A person under age 18 may be permitted to visit for no more than thirty (30) days in a twelve (12) month period. Said young person is to be properly supervised to the satisfaction of the Board of Directors.
- E. Outside solicitors are strictly forbidden. Residents are to discourage anyone soliciting and notify a member of the Board of Directors immediately should they notice such activity, so that appropriate action can be taken.

- F. If any type of CRIME is observed by any resident, first call 911, and then contact a Board Member.
- G. QUIET TIME: No occupant may make or permit any disturbing noises in their mobile home or on the condominium property, whether made by the resident, guest, invitee or an animal, or otherwise permit anything to be done by such persons or animals between the hours of 11:00 pm and 8:00 am.
- H. Each owner shall maintain his unit and the surrounding area in, clean, sanitary condition and good repair at all times.
- I. Except for house numbers, no signs reflective devices or materials may be used on a mobile home unless pre-approved in writing by the Board of Directors.
- J. All units must maintain visible house numbers on the front, street facing, side of their unit. Numbers should be a minimum of three (3) inches high and no larger than 5 inches high.
- K. All appliances shall be electric. NO gas or propane furnaces, heaters, water heaters, or any other type of appliances are permitted within the boundaries of Lake Conley. Except that gas grills are permitted for outdoor use. Grills must be maintained a minimum of five feet from the neighboring residential unit. No fire pits of any kind are permitted.
- L. TV antennas and satellite dishes must be located to the rear quarter of the unit, and not to be over 20 feet high.
- M. Clothes drying poles are permitted in the rear of each Unit.
- N. All structures, except air conditioning units, must be a minimum of five feet from side and rear lot lines.
- O. All complaints submitted to the Board of Directors should be in writing, signed and dated.

II. LAWN CARE

- A. All lots must contain grass. Zero scape and xeriscape landscape designs are not permitted.

- B. Mowing of lawns or outside repair/construction are prohibited: on Sundays; and at any time before 8:00 am or after 6:00 pm Monday through Saturday. Lawns must be kept cut and flower beds must remain weed free at all times, even when the owner is away from Lake Conley. Grass must be kept edged and not allowed to grow into the streets. The Board may approve temporary changes to this section's requirements as needed, notice of which will be conspicuously posted at the Lake Conley Club House.
- C. Trees and Shrubs must be kept trimmed so that branches and limbs are not hanging over into the streets in such a way to cause obstruction to persons walking or vehicles driving, and they are never permitted to obstruct the view of intersections or driveways.
- D. Hedges between units or property lines shall be limited to four (4) feet in height and three (3) feet wide and must be kept trimmed at all times. Hedges may not extend beyond the front of the unit. Concerning Bywater Drive & Waterview Drive, for purposes of this rule and regulation, the "front" of the unit is considered to be that end of a mobile home facing the Bywater Drive or Waterview Drive
- E. No fertilizer containing nitrogen or phosphorus shall be permitted to be applied to lawns or common areas by owners or contractors between June 1 and October 15 each year. An annual maximum of four pounds of nitrogen per 1000 square feet is recommended. Phosphorus should only be used if a soil test indicates it is needed.

III. ANIMALS:

- A. Each Unit, regardless of the number of joint owners or occupants, shall be allowed to maintain one household pet in the Unit, to be limited to one dog or one cat, except for fish, provided that the household pet:
 - a. does not exceed twenty-five (25) pounds;
 - b. is not kept, bred or maintained for any commercial purpose;
 - c. is not a nuisance to other residents;
 - d. is not considered dangerous by the Board of Directors;

- e. is in compliance with all Federal and State laws and county ordinances; and is registered and has been approved by the express written consent of the Board of Directors.
- B. Owners shall ensure to pick up after their pets and dispose pet waste in a proper trash receptacle.
- C. Owners and visitors should attempt to restrain their pet from trespassing on any other resident's property.
- D. Pets shall not be tied or tethered outside unless accompanied by their owner at all times.
- E. Pets brought into Lake Conley Mobile Home Park by a residents' guest or invitee for a short term or day visit must be kept on the Unit of the person being visited.
- F. Request for reasonable accommodation for assistance animals should be submitted, in writing, to the Board of Directors on the approved form which is available at the Lake Conley Mobile Home Park office.
- G. Feeding of wild or stray animals, including birds is PROHIBITED and doing so may result in fines to the offender under Pasco County Ordinances.
- H. Complaints made to the Board of Directors regarding any animal must be written, signed and dated by the complainant.

IV. ALTERATIONS AND IMPROVEMENTS:

- A. No alterations or changes to the exterior of a Unit, including landscaping, is permitted without the prior written approval of the Board of Directors.
- B. Lake Conley Architectural Change Applications are available at the Lake Conley Mobile Home Park Office, and must include Pasco County Permit or all information submitted to the County for obtaining said permit.
- C. If proposed changes are approved by the Board of Directors, all Pasco County permits, if any, and the written Board approvals must be posted in a manner to be in plain view from the outside front of the unit.

- D. The placement of all mobile homes must be approved in advance, in writing, by the Board of Directors. Any replacement of a mobile home must be a doublewide mobile home, manufactured within the last three (3) years, and must comply with all Pasco County Regulations, as well as all provisions of the Amended and Restated Mobile Home Site Restrictions.
- E. The size of a replacement mobile home shall not be LESS than 24 feet x 36 feet, plus front screen/Florida room, which shall be a MINIMUM size of 10 feet x 16 feet. Add-on rooms must be placed in accordance with this section of the Rules & Regulations, By-laws and the Declaration of Condominium.
- F. No Unit Owner may place Pavers, Bricks, or any other walkway type material that would extend more than three (3) feet from the edge of their driveway and said material cannot extend beyond the front of the roof line of their carport.
- G. No asphalt sealer containing coal tar is to be utilized on Lake Conley roadways and parking/storage lot areas.

V. LEASING OF PROPERTY:

- A. All leases must be approved in advance, in writing, by the Board of Directors. New Resident Applications are available at the Lake Conley Mobile Home Park Office.
- B. A credit and background check are required for lessees and all occupants 18 years of age or older. Payment of all applicable fees to Lake Conley must be paid at the time of application and shall not exceed those amounts provided for by statute.
- C. One (1) proposed lessee/occupant must be at least fifty-five (55) years of age, and no one under 18 years of age, may occupy the unit for more than 30 days in a calendar year period.
- D. A unit may be leased one (1) time during a (1) year period, (July 1st to June 30th) for a period of not less than 2 months. Request for exception to this rule

must be in writing to the Board of Directors and would only be considered in unusual circumstances.

- E. Before occupying a unit, approved lessee(s) must contact the Lake Conley Office to obtain documents for recording of emergency contact information which must be completed and returned to the office. At that time, lessee(s) must schedule an appointment with the Lake Conley Real Estate Director or their designee. At that appointment, lessee(s) will be made aware of the Lake Conley governing documents, and other Lake Conley informational material.
- F. The owner of the unit will provide the lessee(s) with at least one (1) clicker to open the Gate, and at least one (1) key card to the common areas.
- G. The unit owner shall provide the Real Estate Director or their designee a completed copy of the Lake Conley Lessee Application Form PRIOR TO the lease period.

VI. SELLING OF PROPERTY:

- A. All transfers for title to units are subject to the Amended and Restated Declarations of Condominium of Lake Conley Mobile Home Park ("Declarations"). See Section 14 of the Declaration.
- B. Proper forms for selling property must be obtained from the Board of Directors or their designee responsible for such transaction. Seller shall provide a completed Lake Conley Information and Release Form from the proposed buyer along with the required fee for the credit and background review.
- C. Written permission may be obtained from the Board of Directors for special limited "OPEN HOUSE" signs, in order to help the resident(s) sell their home.
- D. Seller shall provide the new owner(s) of a unit at least one (1) clicker to open the gate and at least one (1) key card for access to the common areas. At closing seller shall be assessed a fee, as designated by the LC Board of Directors, for each of the above items not provided by the seller to the purchaser.

VII. COMMON ELEMENTS – GENERAL:

- A. Common elements are defined by Section 2.2 of the Declaration, and include, **but are not limited to:** the Clubhouse, including the Library area; shuffleboard

courts; swimming pool; horseshoe court; RV parking lot; dock at the end of Bywater Drive; boat ramp as well as all property not included within the boundaries of the individual units.

- B. The Unit owner is responsible for costs incurred from damage to any common element, caused by themselves, their tenants, guests, or invitees, and their pet(s).
- C. Unit owners may not make any changes or alterations to any common element.

No smoking is permitted in the clubhouse, pool area, shuffleboard area or any other common area including entrances to any of the above facilities, streets and parking areas.

- D. All cigarettes, cigars and pipes must be properly extinguished. No cigarettes, cigarette butts or tobacco residue is to be disposed of on the streets or any Common Area

VIII. CLUBHOUSE:

- A. No one under the age of 18 years shall have access to any area of the CLUBHOUSE, without direct supervision of an adult.
- B. No wet bathing suits are allowed in the Clubhouse.
- C. Lights, fans, air conditioners, etc., are to be turned off or adjusted to proper settings, and all doors are to be locked when leaving the Clubhouse.
- D. Permission must be obtained from the Board of Directors prior to holding unscheduled activities in the clubhouse.
- E. No key card to the Clubhouse is to be given or loaned to a non-resident for any reason, with the exception of house guests over the age of 18 years. Violation of this rule may result in the suspension of your rights to access the Clubhouse
- F. The Clubhouse is for the enjoyment of all residents and therefore in order to maintain a comfort level that can be tolerated by all, the Clubhouse thermostat will be set to seventy-three (73) degrees Fahrenheit at all times unless under

abnormal circumstances, where it may be temporarily changed by a member of the Board of Directors. Residents are advised to dress accordingly.

IX. SHUFFLEBOARD COURTS AND HORSESHOE COURTS:

- A. No one under the age of 18 years is allowed on the shuffleboard courts or horseshoe courts, without an adult being present.
- B. No walking, running, skateboarding, or horseplay of any kind is permitted on the courts.

X. BOAT RAMP/FISHING PIER:

- A. No one under the age of 18 years shall have access to the boat ramp or fishing pier, without an adult being present.
- B. The boat ramp is for the exclusive use of Lake Conley residents, Sheriff's Dept., other governmental agencies and wild life control personnel, or anyone possessing a legal document or instrument requiring Lake Conley to provide access to same.

XI. SWIMMING POOL:

- A. The pool capacity is limited and shall not exceed 43 people at any one time.
- B. Permission for special parties in the pool area must be obtained in writing, from the Board of Directors prior to such function.
- C. No one is allowed in the pool when chemicals have been applied.
- D. Any person under the age of 18 years must be under the direct supervision of a parent or resident at all times. All of the posted rules must be obeyed.
- E. Persons using the pool must shower prior to entering the pool.
- F. No one shall use the pool shower for "daily bathing" or any reason other than their intent to enter or exit the pool.

- G. No resident's key card may be given or loaned to a non-resident for entrance into the pool area, for any reason, with the exception of house guests over the age of 18 years. Violation of this rule may result in the suspension of your right to access the pool area.
- H. No glass containers are allowed in the pool area. Food and drinks must be kept at least four (4) feet from the pool.
- I. No floats are allowed in pool; however, life jackets, noodles, or similar items, are permissible.
- J. No pets are allowed in the pool area.
- K. No one is allowed in the pool in diapers or training pants.
- L. The pool area shall be kept clean and place trash in the proper containers.
- M. Umbrellas are to be put down and bungeed, and chairs shall be placed under the tables before you leave the pool area.

XII. VEHICLES & PARKING:

- A. There shall be no parking on the streets from 1:00 am to 7:00am. Violators will be subject to fines, ticketing and towing at owner's expense.
- B. The posted 15 MPH speed limit is to be obeyed at all times.
- C. The parking spaces so designated for that purpose by the Board of Directors. No resident shall use the common area parking lot as a permanent parking space for any vehicle. If a guest wishes to utilize the parking lot in front of the clubhouse for temporary parking, a pass must be obtained from the office stating the name and address of the resident they are visiting. The pass must be placed in the vehicle, so it is visible from the front of the vehicle. Vehicles not displaying the pass may be towed at the vehicle owner's expense.
- D. Please ensure that any visitor that will be staying overnight and needs to park in the clubhouse parking lot obtains a visitors parking pass.

- E. Boats, trailers, campers and other recreational vehicles are only permitted to be parked or stored on the Lake Conley premises in a rented parking space in the RV lot. When the Board of Directors has rented and assigned an RV space to a unit owner, only the unit owner shall be permitted to use that space for their personal vehicle. The unit owner can NOT in any way reassign their rented parking space. Only the RV Lot Manager, with the approval of the Board of Directors, may reassign a lot. (See Section III). The owner of a vehicle of any type parked in the RV lot must provide a copy of the current registration to the office, pursuant to Pasco County regulations.
- F. No person or persons shall be permitted to occupy any recreational vehicle to live, sleep, cook or eat in while located within the premises of Lake Conley.
- G. The following vehicles MAY NOT be parked in a unit's driveway or carport overnight. (Utility trailers may be parked in driveways or carports for up to 5 days while loading/unloading for beginning/ending of seasonal travel.)
 - a. Boats and other water vessels
 - b. Utility, camping and water vessel trailers
 - c. Dual rear wheel trucks and trucks over $\frac{3}{4}$ ton
 - d. Commercial vehicles
 - e. Vehicles with advertisements, including magnetic signs
 - f. Motor Homes
- H. Golf carts are permitted according to the following rules:
 - 1. Electric powered carts only.
 - 2. Must be governed by 15 miles per hour or less.
 - 3. Must be equipped with brake lights, headlights, red rear tail light, a horn, a and a locking brake pedal.
 - 4. Golf Cart drivers must obey all traffic laws.
 - 5. Only licensed drivers are allowed to operate carts.
 - 6. Owner must have current liability insurance coverage and provide a copy to the Board of Directors annually.
 - 7. No parking or driving on grass areas including your own lawn. If parking lot is full, you may park on the grass in the overflow area for clubhouse events only. This does not apply to authorized maintenance people.
 - 8. If covered, carts must be covered by a cover made for golf cart storage. No tarps or other materials are permitted.

9. Golf carts must be registered at the Lake Conley Mobile Home Park Office and display a Lake Conley registration Decal.

10. Golf carts are required to park in parking spaces designated for automobile parking.

- I. No repairing of vehicles is permitted within the boundaries of Lake Conley Mobile Home Park.
- J. All motor-powered vehicles owned by residents, must have a Lake Conley identification decal prominently displayed in the front window. Vehicles without a front window shall affix said decal on the front of the vehicle.
- K. When parked in your driveway, do not obstruct the view of neighbors exiting their driveways. No part of any vehicle may extend into the street while parked in a driveway. There shall be no parking of any vehicles on any unit's lawn at any time.

XIII. RV LOT RENTAL

- A. RV lot rental payments must be paid in full, and in advance by January 1st of each year. Payments are to be tendered at the Lake Conley Mobile Home Park office.
- B. No statement is rendered for RV lot rental fees. RV lot renters are responsible for paying all RV lot rents by the due date.
- C. RV lot rent paid after January 1st each year will be subject to a late payment fee. Failure to pay lot rental fees and/or late fees in full by January 25th of each year shall terminate the existing rental agreement and the lot will be re-rented, without recourse, to the next resident on the wait list by the Board of Directors or any person designated by the Board to manage the RV Lot. Any unpaid rent and cost for removal of vehicle(s) from the lot(s) shall be assessed to the delinquent RV Lot renter.
- D. There are large and small RV lots available for rent by Unit owners and residents. Each residential Unit shall be eligible for one RV rental lot, when available. When the RV lots are at full capacity, a separate "Wait List" for each size lot is utilized to determine the next eligible RV lot renter. In the event no name is on the desired Wait List the association may assign one additional lot to an individual. If the RV

Lot Manager has assigned one additional lot to an individual, then that individual shall be excluded from the one lot rule until the end of the current calendar year rental period. That lot may be assigned again to that individual at the end of that period if no other resident without a RV lot is on the Wait List. The Additional Lot Rule does not apply to renters with more than one lot prior to the effective date of this document. Must also be a deeded resident and remain current on their monthly association dues to remain eligible to rent an RV Lot.

- E. Any rented RV lot NOT properly utilized for a minimum of sixty consecutive days during each annual calendar year rental period by the resident for their individual household use shall terminate the rental agreement without notice and without recourse and said lot will be rented to the next resident on the wait list.
- F. All vehicles stored in the RV lot must be operable, must be in a cleaned and wellmaintained condition, have current registration on file in the office, and display a current RV lot decal on the rear of each vehicle. The LC RV lot decal is available when the registration of the vehicle showing that it is owned by a deeded resident and is therefore eligible to be parked in our RV lot, is presented to the BOD and approved by the BOD or their representative. A decal and the fee for a decal is required for each and every vehicle parked in the RV lot.
- G. Failure to comply with this section and the RV lot lease agreement by an RV lot lessee will automatically terminate the lease agreement and forfeit RV lot eligibility privileges for three consecutive calendar year periods following the date noncompliance is determined.
- H. A vehicle, boat, golf cart, or any other Board approved item parked in the RV Lot, if covered, must be covered with a cover made for such item. No multi-purpose tarps, or other such multi-purpose materials may be used in the RV Lot.

XI. Signed/Sealed:

Lake Conley Board of Directors on This 18 Day Of April, 2019.

PRESIDENT: Georgia Foltz
Georgia Foltz

VICE PRESIDENT Shirley Brown
Shirley Brown

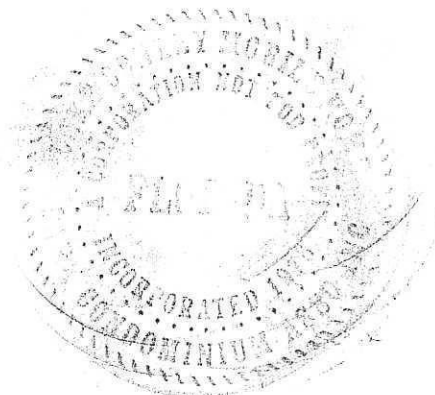
SECRETARY Cathy Wolosin
Cathy Wolosin

TREASURER Ronald Gudenau
Ronald Gudenau

MEMBER AT LARGE: _____
Aileen Wismer

Lake Conley Official Seal

On This 18 Day of April, 2019



**CERTIFICATE OF AMENDMENT TO
THE LAKE CONLEY MOBILE HOME PARK RULES AND REGULATIONS**

THIS SHALL CERTIFY that a duly called meeting of the members of Lake Conley Mobile Home Park Condominium Association, Inc., held on April 18, 2019, at which a quorum of the Board of Directors were present, the attached Amended a Lake Conley Mobile Home Park Rules and Regulations duly adopted by a majority of the Board of Directors.

IN WITNESS WHEREOF, LAKE CONLEY MOBILE HOME PARK CONDOMINIUM ASSOCIATION, INC., has caused this instrument to be signed by a duly authorized officer on this 6th day of JUNE, 2019.

Dawn J. O'Donnell
Witness #1 - Signature

LAKE CONLEY MOBILE HOME PARK
CONDOMINIUM ASSOCIATION, INC.

DAWN J. O'DONNELL
Witness #1 - Printed Name

By: Catherine A. Wolosin SEC.
Signature

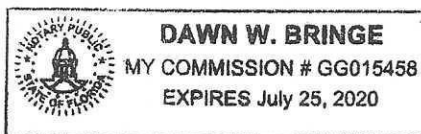
Shirley J. Brown
Witness #2 - Signature

CATHERINE A. WOLOSIN SECRETARY
Printed Name and Title

Shirley J. Brown
Witness #2 - Printed Name

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me on this 6th day of JUNE, 2019, by CATHERINE WOLOSIN, as SECRETARY, of Lake Conley Mobile Home Park Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



Dawn W. Bringe
NOTARY PUBLIC - State of Florida at Large

My Commission Expires: 7/25/20