

90-DAY NOTICE OF CHANGE IN RULES AND REGULATIONS

TO: All Home and Property Owners of Terra Mar Village

CC: Terra Mar Village Resident Association, Social Club

FROM: Community Management

DATE: April 1, 2018

RE: 90-Day Notice of Change in Rules and Regulations

Prospectus: PRMZ000925-P2

ALL HOMEOWNERS OF THE COMMUNITY ARE AFFECTED BY AND RECEIVING A COPY OF THIS NOTICE

Pursuant to section 723.037, Florida Statutes, this serves as notice of approval by the Florida Department of Business and Professional Regulation of a change in rules and regulations for Terra Mar Village. The changes to the rules and regulations will become effective on August 1, 2018, a minimum of 90 days from the date of this notice:

FULL COPY OF THE P2 RULES AND REGULATIONS _____

TERRA MAR VILLAGE RULES AND REGULATIONS

FOR THE COMFORT AND WELFARE OF TERRA MAR VILLAGE RESIDENTS

The following policies and regulations are intended for the comfort, welfare and safety of you and your neighbors, and to maintain the beauty of Terra Mar Village. They may be changed from time to time to achieve this purpose. Your cooperation in abiding by these regulations will be greatly appreciated.

1. **ACCESS ONTO LOTS.** The management reserves the right of access onto all lots at all times for the purpose of utility inspection and maintenance, to prevent an imminent danger to an occupant, and for the protection of the Community.
2. **COMMUNITY BULLETIN BOARD.** General notices and articles for sale may be posted on the designated Terra Mar Village bulletin board, after approval of management has been obtained.
3. **USE OF AMENITIES.** All amenities such as the swimming pools, restrooms, shuffle board courts, clubhouse, fishing pier must be respected and treated as though you were the personal owner of them. Amenities within the Community are reserved for the exclusive use and enjoyment of Terra Mar Residents and their properly registered guests. Residents shall not modify or refuse to pay their monthly financial obligations, regardless of use or non-use of the Community's amenities at any given time. All safety rules, regulations and other Community rules must be obeyed at all times without exception. All guests must be accompanied by a Resident when using the amenities. It is the responsibility of Resident's to ensure that their guest(s) observe all applicable Rules and Regulations. Terra Mar management reserves the right to terminate any resident's or guest privileges, with respect to use of amenities, for a period to be determined in accordance with the seriousness of the offense, when the rules and regulations are deliberately violated. The amenities are provided for Community use on a "USE AT YOUR OWN RISK" basis.

4. **INCORPORATION OF DEED RESTRICTIONS, LOT RENTAL AGREEMENT AND PROSPECTUS.** The rules and restrictions contained in the "Deed Restrictions" official records #737, page #531, document identified as No. 27255, shall also remain in effect. These regulations were originally River Park Mobile Home Colony, Section No. 1. The provisions of the Lot Rental Agreement and Prospectus are incorporated herein by reference as if set forth verbatim.
5. **OCCUPANCY.** Only homes owned and/or occupied by persons who have applied and have been approved by Management are permitted. As a condition to approval for occupancy in the Community, all residents are required to show proof of ownership by deed, title or registration, or by lease, subject to fees specified in the prospectus.
6. **BEHAVIOR.** A person who is the legal responsibility of a guardian or parent or who is unable to preserve his or her own safety shall be deemed a Person Requiring Supervision. While in any common areas and all roads, including the swimming pool or pool area, a Person Requiring Supervision shall be closely supervised by a Supervising Person (Resident who accepts legal responsibility for the actions and safety of the Person Requiring Supervision). The Community Manager has the authority to require that the Resident remove the Person Requiring Supervision from any common area and all roads in the Community if the conduct of the Person Requiring Supervision is disruptive or disturbing to the other Residents of the Community.

Residents will be held responsible for their own conduct and for the conduct of the members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent. Each Resident is jointly and severally liable for the actions of all such described persons and of any additional persons arriving with such described persons and the resulting damages occurring to another Resident's property or that of the Community Owner's property. Guests may not sleep in a vehicle. All guests must comply with the Community rules. Guests shall not be permitted to reside or stay in the Park in the absence of the Resident. Seasonal occupants are requested to notify the Park Manager of the period during which the home is vacant. Guests will not be allowed to bring a dog or any other animal into the Community with them at any time, even for a daily visit. Seeing-eye dogs are permitted for the sight impaired. Any guest staying with a Resident in excess of fifteen (15) consecutive days or 30 total days per year shall be considered an applicant for permanent residency in the Community, and shall be subject to the Guidelines, including but not limited to the obligation to make application for residency and to satisfy the rules and requirements for Entry. If Community Management, in its sole discretion, determines that a guest has violated a requirement or provision set forth in these rules, and in response to such violation Community Management so requests, a guest must vacate the Community within 24 hours of delivery to the Resident or to the guest of a written demand to vacate.

Residents, occupants of Resident's home, and guests of Residents are not permitted to play (such as: football, baseball, kickball, soccer, basketball, skateboard's, roller-skating, etc.) in the streets, in vacant lots, or in the yards of other residents, and are not permitted to climb trees in the Community or play ball in the Community streets or to pass through other residents' yards. A Person Requiring Supervision must be off the streets by dark unless accompanied by a Supervising Person.

7. **SELLING YOUR HOME.**

A. A Home Owner has the right to sell his home within the Community, and the prospective purchaser may become a resident of the Community. However, the prospective purchaser must qualify pursuant to the requirements of the Community Rules

and Regulations, complete the requisite applications, and be approved by Management.

Management shall have the right to inspect the interior and exterior of the home prior to approving a prospective purchaser as a Resident in that Home. Homes must meet all local code requirements, including electrical and plumbing, but not limited thereto. The purchaser, if approved, shall be required to make any repairs or changes deemed necessary by Management to meet Community standards. If the home is more than fifteen (15) years old from date of manufacture, purchaser may be required to furnish Management with a home inspection report from an established home inspection firm, which document may be used to determine needed repairs or upgrades. If required repairs or upgrades are not made, within 30 days of written notice, Management has the right to deny occupancy and require Home Owner to remove the home from the Community.

B. Resident may display one "For Sale" sign on the lot, home, or inside the home window.

C. The Community Owners require that any home not meeting the Community's established standards, as required by these Rules and Regulations, or any homes which are improperly maintained, be upgraded to improve the quality and appearance of the home. Failure of Residents to meet the Community's requirements within 30 days of written notice shall be a violation of these Rules and Regulations.

Management reserves the right to refuse to execute a rental agreement with a prospective Resident, and require the removal of a home based upon the age, deterioration, obsolescence, or appearance of the home. Management also has the right to require from the home buyer or Home Owner, a certified inspector's report regarding status of electrical or plumbing facilities. The decision of Management regarding the status of the home in question shall be binding.

D. In the event Home Owner intends to move his home from the Community, such move must be made between 8:00 a.m. and 5:00 p.m.. Only transporters of homes, properly authorized by governing authorities are permitted to move homes into or out of the Community. Such transporters must provide Management with a certificate of insurance in the amount of \$10,000.00 to ensure against damage to Community property. Prior written permission from the Community Owner is required prior to any move of a home either into or out of the Community.

E. Management requires that Residents comply with the requirements of all governmental agencies, including but not limited to the State of Florida Departments of Business and Professional Regulation and Motor Vehicles, Volusia County, and HUD.

8. **SETUP: NEW AND RESALES.** Homes must be placed in a uniform manner, properly blocked, and all utilities connected in accordance with Volusia County Code and Management's specifications. Homes must be anchored as required by all governmental regulations.

Home Owner agrees that the following standards and requirements shall be met and completed by a licensed contractor under a building permit issued by the Volusia County Building Department, or other applicable agency, and approved by the Community office.

A. All new homes entering the Community must have removable hitches which shall be removed upon anchoring. Older homes purchased in the Community which do not have removable hitches shall either be removed or enclosed by extending the skirting to the extent necessary to hide the hitch. Axles and wheels must be removed.

B. The home must be skirted with vinyl or similar material approved by Park Management.

Skirting must be maintained regularly to ensure a uniform and attractive Community.

C. Park Management approved concrete or brick steps, or any other material approved by Management, must be installed at the front entrance of the home and on any street entrance.

D. Resident may install an attached screen enclosure, raised patio and/or a permanent screened room or carport which complies with the Building Code of Volusia County or other applicable agency after first obtaining the required permits for installation. However, prior to obtaining the required permits, the Resident must present the proposed detailed plan which shows all dimensions of the structure and obtain written approval of said plans by Community Management that such structure is consistent with other like structures located in the Community.

E. No air conditioning unit shall remain or be mounted in the front window of the home or front wall of any home, or any wall facing a street. Only central air conditioning may be installed in units coming into the Community.

F. No aluminum foil or the like shall be placed in any window in the home.

G. No fences are authorized to be built or maintained on any lot in the Community. However, fences may be permitted, after obtaining Community Management approval, along Community borders, in the back yard, and to separate lots from safety hazards.

H. Propane tanks are not permitted in front of a home or in any area directly visible to any street.

9. **LOT IMPROVEMENTS BY RESIDENT.** Improvements are encouraged; however, any construction of or addition to a home, and its location, including but not limited to porches, skirting, steps, awnings, utility buildings, air conditioners, concrete slabs, carports, and the like, will not be permitted unless the resident obtains prior written approval from the Community Management and obtains the necessary governmental approvals and permits when required. If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of the Resident. Approval is necessary to protect the underground utilities, continuity of Community appearance, and the safety of Community residents. In addition to all other remedies available to it, Management may require Resident to remove any unapproved construction or addition at the expense of Resident.

A. Where the Community or Resident has provided a Paved parking areas at the front of the lot, the Resident, at Resident's expense, is responsible for maintaining this paved area, and if damaged, the Resident must repair same.

B. In the event the Resident wishes to extend the paving available to his lot for use of a vehicle, he may do so after obtaining permission from Management, and at the sole cost and expense of the Resident. Materials if different from existing, shall meet county code and Management approval.

C. Residents must secure their street number on the front of the home or as required by law. All Residents of the Community are responsible for installing and maintaining a postmaster-approved mailbox. Improperly placed mailboxes must be removed.

D. No pools, swingsets, and other outdoor recreational equipment or vehicles are permitted without the Resident obtaining the prior written approval by Community Management that such structure is consistent with other like structures located in the

Community.

E. Only Management approved clotheslines and drying racks are permitted; however, written approval of their specific location must first be obtained from the Management.

F. Utility sheds must be approved by Management and anchored. They may not be erected on the patio slab. A permit must be obtained from the County Building Department if required by code. However, the Resident shall obtain prior written approval by Community Management that such structure is consistent with other like structures located in the Community before installing same. Size must meet the approval of Management.

10. **LOT CARE.** It shall be the responsibility of the Resident to ensure that home and lot are properly maintained.

A. All Residents must maintain their home, yard, and all applicable buildings in compliance with all county and State of Florida codes. Each Resident shall be responsible for the maintenance and cleanliness of his lot. Bottles, cans, boxes, equipment, or debris of any matter shall not be stored outside, beneath, or in a screened enclosure or patio.

B. Those Residents of lots adjacent to drainage canals and ditches are required to maintain, but not plant, the banks of said areas to prevent unsightliness. Likewise, there shall be no filling, dumping of clippings or other debris into the drainage areas by anyone. If any trash is dumped behind Resident's lot, it must be removed to the county dump at the Resident's expense. Resident must leave access through his lot and shall place no obstruction to access in order to maintain and service drainage areas.

C. All homes must be kept in good repair, including utility buildings. Broken windows, peeling paint, dull exterior of a home, or a general unsightly appearance of the home or the home site must be corrected. Upon failure of Resident to make appropriate corrective action after receipt of notice, Management may, but has no obligation to have the necessary work performed, and shall have the right to charge the Resident. This amount shall be collectable in the same manner as rent.

D. Any home which does not have factory skirting maintained in a neat and proper condition, in the opinion of Management, must have the skirting replaced with the approved skirting as set out in Paragraph 8B above. If the present skirting is destroyed by windstorm, an act of God, or any other means, replacement skirting must be of the approved type.

E. It shall be the responsibility of each Resident to keep the yard maintained, lawn mowed, edged, trimmed, and watered. Sod destroyed by weeds, bugs, neglect, lack of water, or vehicular traffic must be repaired or replaced at Resident's expense. Each Resident is responsible for his respective plants and lawns. They are to be kept free of weeds and should not be permitted to become overgrown. At its option, management may notify resident of his failure to comply with this provision. Upon failure of resident to take appropriate corrective action within five (5) days after receipt of notice, Management may, but has no obligation to, have the necessary work performed, and shall have the right to charge the Resident. Residents agree to comply with the St. Johns Water Management District rules and regulations as promulgated by any local, state or federal agency.

F. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive written permission including location approval from Management prior to planting. Plants and shrubs planted by Resident may be removed when vacating the lot with Manager's approval. Sod must be replaced by

Resident where planting is removed. Existing trees or shrubs must not be damaged or removed by Resident without written permission of the Community Manager. Resident will be permitted to trim, remove, or have removed any tree limb or shrub as desired. Dead trees, or trees and shrubs damaged by high winds, or any other act of God must be removed by Resident within seven (7) days. Trees and shrubs must be kept well groomed at all times. Resident must cure default under this paragraph within two (2) weeks of written notice as provided herein.

G. No trash fires are permitted. Small campfires in a Management approved site and suitable outdoor "fire place" may be permitted with prior inspection and written approval subject to all governmental fire bans, laws, and set backs, that must be strictly abided by.

11. **VEHICLES.** Inasmuch as Terra Mar Village is maintained as a private enterprise, some of its streets are private, and not public thoroughfares.

Residents must park their vehicles on their own lot. The Resident is permitted a total of two (2) vehicles per lot, provided there is adequate room, any more will require written Management approval. All vehicles must have liability insurance in the minimum amount required by Florida law. The street right-of-way may not be used for parking except for guests, provided they do not remain more than five (5) hours. In the event there is not sufficient space, it is the responsibility of the Resident to locate parking or storage outside the Community premises and not on other Resident's lots. Only vehicles licensed and used for daily personal transportation will be allowed to be stored in the Community. All other vehicles must be removed from the premises. Management may ban from the Community any vehicles which, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Community. Vehicles in violation of these rules may be towed away without notice at the Resident's expense. Residents are responsible for guest's vehicles.

A. Mechanical or other repair of vehicles is not permitted. Vehicles without current licenses and tags or in a state of disrepair are not to be stored on the lot or any other area within the Community, without written permission from Community Management. Washing of vehicles is permitted subject to any rules or regulations promulgated by any local, state or federal agency. Other minor maintenance, such as oil changes, may be approved by Management on a case by case basis.

B. All golf carts, boats and any other vehicle larger than a three quarter ($\frac{3}{4}$) ton pickup must be approved by Management and kept under carport / RV port, unless stored in a designated area when and if such area is available and storage fees as applicable are paid. Campers, motor homes, boats or delivery vehicles will be permitted to be parked (but not lived in) on the Resident's concrete driveway for a reasonable time for loading and unloading, but never overnight, unless prior Management approval has been provided in writing.

C. Motorcycles and mopeds operated by a Resident will be permitted only as transportation via the shortest route in and out of the Community. No joyriding will be permitted within the Community by Resident or guests. Property belonging to Terra Mar Village and Community residents shall not be driven on by any vehicle such as: cars, vans, trucks, motor-cycles, mopeds, bicycles, etc. in order to preserve the lawns and appearance of our Community.

D. ATV's, minibikes, dirt bikes, go-carts, or any motorized vehicles not properly licensed are prohibited in the Community. All permitted vehicles must have factory-type quiet mufflers. No unlicensed off-road vehicles will be permitted within the Community.

E. Speeding in excess of posted limits is prohibited. All autos, motor-cycles, mopeds and any other vehicle must observe the posted speed limits and obey all "stop signs" or other posted warnings. A FULL STOP must be made at all stop signs. All of these rules will be strictly enforced as this is for the safety of our Community residents.

F. Roller skating and skateboards are prohibited on the roads and common areas located within the Community.

G. Bicycles and pedestrians have the right of way.

12. **PETS.**

A. Two pets limited to dogs, cats, fish or birds, are permitted in the Community. However, the prospective pets must qualify pursuant to current insurance underwriting, complete an application and "pet interview" with Management, and be subsequently approved or declined by Management in writing. Some pets will not be approved and some pets may require additional insurance, naming the Community Owner as additional insured, to be procured and paid for by the Resident pet owner, prior to approval. All pets must be kept on a leash, accompanied by the Resident, and must stay on their own lot unless approved to be walked on the public roads within the community. No dog houses, dog runs or fenced pet areas of any kind are permitted. Pet's that show aggression, or pets that are not kept controlled by their Resident owner(s), are noisy and unruly or cause complaints will not be permitted to remain. No exotic pets, farm-related animals, or water fowl are permitted. Exotic pets include, but are not limited to, reptiles, amphibians and birds. However, Residents may have parrots or other medium to small caged birds, but only after obtaining the prior written consent of the Community Owner. Seeing-eye dogs are permitted.

B. Pets may not be tied or chained outside.

C. Your guest or friends are not permitted to bring a pet into the Community. Residents will be held responsible for any violation by the Resident's guests. Guest's Seeing-Eye dogs are permitted.

D. A "poop" bag and scoop must be carried at all times when walking the animal and all animal droppings must be carried back to Resident's receptacle.

E. No Pet's are allowed on the Common Areas of the Park. Seeing-eye dogs are permitted.

13. **ANTENNAS.** Outside television antennas are permitted in the Community, but must be approved in writing by Management prior to installation. Ham or citizens band radios or any other equipment that interferes with television reception will not be permitted. Cable T.V. is available at residents' expense.

14. **RESIDENT CONDUCT.** Any complaints regarding noise or conduct which management finds objectionable, which disturbs the peaceful enjoyment of the Community by neighbors, or a nuisance to other residents or which constitutes a breach of the peace is prohibited. All Residents and their guests must conduct themselves in an orderly fashion. No alcoholic beverages or illegal drugs are to be consumed in the common areas of the Community. Residents will be held responsible for their guests' conduct. Guests may not sleep in vehicles. Illegal drugs will not be permitted. Management reserves the right to require all people to conduct themselves in a manner not to be detrimental or incompatible with the interest, harmony, comfort or welfare of the residents, guests, or management of Terra Mar Village. The management reserves the right to restrict privileges and use of the

amenities by offending Residents based on the offense.

15. **SOLICITING OR PEDDLING.** Soliciting or peddling is not permitted in this Community, other than Resident solicitation authorized by Chapter 723, Florida Statutes.
16. **BUSINESS.** No business or commercial enterprises shall be permitted to operate from or within the Community, and no signs advertising a business or commercial enterprise may be erected on the Resident's lot or home. A business includes any commercial enterprise which: (1) is required to be licensed by local or state law; (2) requires traffic (vehicular or boat) from outside the Community to enter for the purpose of dealing with the said business; (3) uses any type of sign or advertising on the exterior of the Resident's Home, vehicle, or boat; (4) includes door-to-door canvassing of Community Residents; (5) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (6) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, renting or other business use.
17. **LAWS.** All federal, state, and county laws, and all local regulations or ordinances, and deed restrictions, must be obeyed by the Residents and their guests.
18. **WEAPONS.** The use or display of weapons on these premises by Residents or guests is prohibited, including firearms, air rifles, slingshots or any other type of weapon.
19. **PATIOS.** Only standard lawn or patio furniture, will be permitted on patio or lawn. Patios are not to be used for storage of any items, including household furniture, appliances, mopeds, motorcycles, or other motor powered vehicles.
20. **GUESTS.** All persons who are not registered with management as approved occupants of a home within the Community and who are transient occupants of a home on Community premises at the invitation of the Home Resident, are defined as guests. Guests shall not stay in the Community more than fifteen (15) consecutive days or 30 days in any year without written permission from Community Management. Residents are and will be held responsible for their own conduct and the conduct of other persons who are under Resident's control or are in the Community with Resident's permission or consent. Each Resident is jointly and severally liable for the actions of all such described persons and of any additional persons arriving with such described persons and the resulting damages occurring to another Resident's property or that of Terra Mar Village. All guests must comply with the Community Rules and Regulations. Guests shall not be permitted to reside or stay in the Community in the absence of the Resident. Seasonal Residents are requested to notify the Community manager of the period during which the home will be vacant. Guests will not be allowed to bring a dog or any other animal into the Community with them at any time, even for a daily visit. Seeing-eye dogs are permitted. Any guest staying with a Resident in excess of fifteen (15) consecutive days or 30 total days per year shall be subject to Rules and Regulations, including but not limited to the obligation to make application for residency. If Community Management, in its sole discretion, determines that a guest has violated a requirement or provision set forth in these Rules and Regulations, and in response to such violation Community Management so requests, a guest must vacate the Community within 24 hours of the delivery to the Home Owner or the guest of a written demand to vacate.
21. **COMPLAINTS AND NOTICES.**
 - A. All complaints must be made in writing at the office of the Community. The delivery of written notices required by Chapter 723, Florida Statutes, under the terms of any rental agreement or these Rules and Regulations shall be by mailing or delivery of a true copy thereof to the Community Management office as required by Chapter 723, Florida Statutes.

If you have any complaints, recommendations, etc., please discuss them with the management and not your neighbors. Avoid passing rumors on to others. Come to the office - we will be glad to do everything possible to correct problem situations. Community Management is not responsible for delivery of personal notes, messages, etc.

B. All notices sent to Resident(s) from Management will be sent to the Resident's address in the Community unless the Resident(s) has provided Management with written notice of a different address where notices or other mail to Resident(s) is to be sent. Resident is solely responsible for making arrangements with the U. S. Post Office for the forwarding of mail to Resident while Resident is absent from the Community.

22. **USE AND OCCUPANCY.** The premises shall be used solely for the purposes of placing a home thereon for the residential use and occupancy of Resident. Without prior written consent of the Community Owner or Manager, the premises may not be occupied by more than two (2) persons per bedroom.
23. **LIABILITY FOR DAMAGES.** Community Owner and Management shall not be liable for any loss of, or damage, or injury to, the person or property of Resident, or any occupant, guest, or invitee on the premises, caused by: (a) any condition of the premises of the Community; (b) any act, fault, or neglect of any resident or occupant of the Community, or any guest or invitee of any resident or occupant of the Community, or of any trespasser; (c) fire, water, steam, rain, hail, wind, flood, sewerage odors, electrical current, insects, or any act of God; or (d) theft or embezzlement, unless any of the foregoing was caused by Community Owner and Management's active or willful misconduct. Resident shall indemnify and hold Community Owner and Management harmless from any loss, cost, damage, or expense arising out of any claim asserted by any person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any occupant of the premises, or of any guest or invitee of any occupant of the premises.
24. **INSURANCE.** The Community Owner does not provide insurance for Resident's home or any of Resident's other personal property located on or about Community property including that located on the leased premises. Resident is responsible for obtaining insurance, at Resident's expense, to cover loss or damage to his home or personal property.
25. **GOVERNING LAW.** The Landlord-Tenant relationship created by the Rental Agreement shall be governed by Chapter 723, Florida Statutes. More specifically, subdivision lot owners are subject, at a minimum, to the provisions of Chapter 723.035, 723.037, 723.038, 723.054, 723.055, 723.056, 723.058, and 723.068, Florida Statutes, and other provisions specifically made applicable to subdivision lot owners in the Florida Statutes.
26. **SUBLETTING, RENTING, RENTAL AGREEMENT TERMS AND CONDITIONS.** No portion of the premises may be conveyed, sublet, rented, or leased by Resident without the prior written consent of Management. Management may lease any home it owns or leases on Community lots. If a home is conveyed, subleased, rented or leased without written authorization of Management, no such conveyance, subleasing, renting or leasing or occupancy or collection of payments or rents shall be deemed a waiver of the requirement for advance Management authorization or deemed to be an acceptance of the conveyance or the new home owner, or the subtenant, renter, lessee, or occupant as a Resident, or deemed to be a release of the authorized Home Owner(s) from further performance by Home Owner(s) of the provisions of this Lot Rental Agreement, Prospectus, and Rules and Regulations.

Written Rental Agreements will be required of all new Residents prior to occupancy.

Whether or not Resident chooses to execute a written Rental Agreement, Resident is subject to the same terms and conditions as Residents who have executed Agreements. All of the terms and conditions of the Agreement are specifically incorporated herein by reference as Rules and Regulations governing the tenancy. Resident shall not assign the Rental Agreement, or any interest therein.

27. **LATE CHARGE & DELINQUENT NOTICE.** Payments are due on the first day of each month and must be paid on or before the fifth day of the month. A Late Charge will be charged to all Residents whose payment is not received by Management (including mailed-in payments) on or before the fifth day of the month. An additional per day charge retroactive to the first day of the month will be imposed for each additional day the rent is past due as outlined in the Prospectus. If Resident chooses to pay with a personal check, a charge will be assessed against any check that is not honored for any reason. Payment will only be accepted with your personal check, money order, cashier's or certified check. However, in the event a check is returned not paid for any reason or proceedings are instituted to enforce Management's rights, only certified funds or a money order will be accepted for payment. Payments shall only be made in UNITED STATES FUNDS. The Resident's Lot Number must appear on the check, money order, or bank draft. For safety purposes, cash is not accepted for any reason. In the event that the Resident fails to pay on or before the fifth day of the month, Management will issue a Delinquent Notice requiring the Resident to either pay all monies due or remove their home from the community. In the event that Management chooses to initiate legal proceedings, the prevailing party shall be entitled to a reasonable attorney fee in addition to court costs. Resident will have the option to prepay only when it is offered to the Residents.
28. **DEFAULT AND EVICTION.** Any violation of the Rules and Regulations shall, at the Community Management's option, be grounds to terminate the Rental Agreement, and a Home Owner, a home tenant, and a home occupant, together with the home, shall be subject to eviction in accordance with the procedures set forth in Chapter 723 of the Florida Statutes, for the following reasons: (a) nonpayment of lot rental amount; (b) conviction of a violation of a federal or state law or local ordinances, which violation may be deemed detrimental to the health, safety, or welfare of the other residents of the Community; (c) violation of a Community Rule or Regulation, the Rental Agreement, or Chapter 723, Florida Statutes, as prescribed by Section 723.061, Florida Statutes; (d) a change in the use of land comprising the Community or any portion thereof; or (e) failure of the purchaser, prospective tenant, or occupant of a situated in the Community to be qualified and obtain approval to become a Resident, such approval being required by these Rules and Regulations.
29. **WAIVER.** No waiver of any default by Resident shall be implied from any omission by Management to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Rental Agreement by Management shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of Landlord to any act by Resident is requiring Landlord's consent shall not be deemed to waive or render unnecessary Landlord's consent to any subsequent similar act by Resident. The rights and remedies of Landlord contained herein are cumulative and shall be in addition to those prescribed by law.
30. **MOVE.** Management retains the right to request that Home Owner move to another location within said Park, subject however, no less than two weeks prior written notice being given to Home Owner. Management will be responsible for paying all costs of moving said home including the connection of all utilities involved. Management agrees that the lot shall not be smaller than the one to be vacated.

31. **SPECIAL EXCEPTIONS.** Community Management reserves the exclusive, unrestricted right to grant special exceptions if in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular resident or residents, so long as such exception or waiver does not interfere with the general welfare, health, safety, and quiet enjoyment of the other residents of the Community.
32. **EMERGENCIES.** In the event of life-threatening emergency dial 911 first, then notify the Community Office. Please respect the private nature of the manager's home. Limit after-hour calls and visits to emergency situations which pertain to the Community and require immediate action to prevent community or resident property damage.
33. **MATTERS NOT ADDRESSED IN RULES AND REGULATIONS.** Management reserves the right to set policy for situations not covered in these Rules and Regulations to the extent permitted by law.

These Rules and Regulations supersede all others.

Dated AUGUST 1, 2018