### Brookside Mobile Manor Inc.

A Resident Owned 55+ Older Persons' Community 4150 66th Street North St. Petersburg, Florida, 33709 **Rules and Regulations** 

## Section I Rules and Regulations Amended January 16, 2024

All reasonable measures have been taken to ensure that your residency here is safe, pleasant and enjoyable. This property is resident-owned and operated and we are required by Law to abide by certain standards. Many of our rules and regulations are based on what is required of us by law. The remainders are intended for the comfort, welfare and safety of our residents and visitors as well as to maintain both the appearance and reputation of our park. They may be amended from time to time to achieve these objectives. Your cooperation is greatly appreciated. Please read thoroughly.

# **Section II Board Approval for Admittance**

- 1. Ownership of stock in Brookside Mobile Manor Inc. is limited to persons meeting the occupancy requirements of Brookside Mobile Manor and upon the approval of the Board of Directors ("The Board"), Shareholders (including co-shareholders) must be unit owners (on title) and are limited to ownership of one (1) share of stock in Brookside Mobile Manor Inc. and the share of stock represents one (1) authorized vote for the shareholder(s) of record.
- 2. References are required and checked by The Board before admittance. Driver's license, voter registration, birth certificate or similar document must be submitted and a copy given to The Board for verification of age. A tenant, credit and criminal background check is required for all applicants. A fee applicable to expenses incurred will be assessed. A formal interview with at least 3 members of the board is required.
- 3. All applicants must be considered desirable and compatible with other residents in the park.
- 4. Brookside Mobile Manor Inc. provides "housing for older persons" as that term is defined by Federal Law and as such is declared a 55+ park. The law requires that at least 80% of the households in the park contain one person 55 years of age or older, with the Board of Directors having sole and complete discretion to admit residents under the age of 55 within the 20% window. The Board of Directors has determined that all residents must be a minimum of 50 years of age. Therefore, in order to enforce the minimum 80% requirement, the Board of Directors reserves the right to refuse admittance to anyone as a unit owner or resident of the park that does not comply with the aforementioned age requirements. In order to enforce this rule, the Board of Directors shall verify the age of all persons living in the park through presentation of either a driver's license or birth certificate. Under no circumstances shall the Board of Directors allow any unit to be solely occupied by individuals under 55 years of age if 20% of the units are already similarly occupied.

- 5. All occupancy charges are based on a maximum of two (2) occupants per mobile home. Additional persons wishing to reside therein must register with The Board. Any additional permanent occupant must be at least fifty (50) years of age, and be approved by The Board. If approved, a charge of twenty (25) dollars per month for each additional person will be assessed.
- 6. Any persons receiving a mobile home/share in Brookside Mobile Manor Inc. by gift, inheritance, will, probate court, or by any other means must be approved by The Board prior to occupancy. The recipient must conform to rules and regulations and intent to purchase in the same way any new resident purchasing a mobile home /share in Brookside Mobile Manor Inc. is required to do. Should recipient be unable to meet these requirements, he/she cannot reside in Brookside Mobile Manor Inc.

## **Section III** Mobile Home Site

- 1. Mobile homes must be attractively maintained by the shareholder around the entire structure which includes the driveway and shall comply with all laws, ordinances and regulations of the state, county and park as from time to time amended.
- 2. An acceptable mobile home being brought into the park must be at least twelve (12) feet wide. The mobile home must be inspected by a majority of The Board. Location, back and final position on the site will be under the overall supervision of The Board and the county inspector(s). Such restrictions shall not apply to present shareholders of the park during their shareholder ownership of their existing mobile home.
- 3. Skirting must allow ready access to under-home utilities for repair and /or inspection. All existing skirting must be kept in good repair. Before re-sale of a mobile home, any existing wood skirting must be replaced with acceptable skirting (aluminum, vinyl. Stone or decorator block) in a compatible color with the mobile home and in excellent condition. If stone skirting is the first choice, it must be installed in a professional manner with either a cement footer or first row of block buried one-half in the ground forming a solid base and must be skirted on four sides. Mortar footing will be required if the first block is not buried one-half in the ground. Existing stone skirting must be split block and uniform in color, size and material. Open-ce11 type cement block is not allowed. Vinyl skirting must be at least one thirty-second (1/32) of an inch thick.
- 4. A 10'x20' or 10'x30' aluminum awning must be over the patio on a single wide home. Patio awnings must be installed within sixty (60) days. Only Board approved design and materials may be used. Cabanas and screened in additions must be approved by The Board: All aluminum, products must be new materials and a minimum of .032 gauge.
- 5. Building permits are required for any new additions, including storage buildings and must be inspected by the county inspector and comply with county regulations. A maximum of two (2) storage buildings are allowed.

- 6. Mobile home paint must be in good to excellent condition. If faded, the mobile home must be painted with professional-looking results. If necessary, to ensure compliance, The Board will have the home painted at homeowner's expense.
- 7. Steel storage buildings must not show any rust.
- 8. All new front and back steps must be laid-up construction of concrete or masonry. Present metal steps must be painted with no rust showing. Any newly-installed mobiles must have a paved (blacktop or cement) driveway. There must be a paved driveway at the mobile site before resale.
- 9. Window air conditioners must be installed in a neat and workman-like manner. Frames and supports to the mobile home must be metal and painted.
- 10. Tie-downs and blocking must comply with state, county, city and /or other governmental ordinances as enforced by law.
- 11. Hitches and steel or aluminum storage buildings must be kept in good repair and painted.
- 12. No storage is allowed wider the mobile (excepting its own tires and wheels) unless neatly and properly screened from view, with such screening approved by The Board.
- 13. No laundry lines or racks for drying clothes on your premise will be allowed.
- 14. Fences or wooden patio enclosures will not be permitted.
- 15. No occupant shall tamper with gas or electric meter. A qualified electrician must do all wiring. In case of an emergency, utilities may be shut off by a qualified person but not turned on except by an authorized person from the appropriate utility company.
- 16. All new sewer installation and repairs must comply with state and local plumbing codes.
- 17. Lots shall be used for residential purposes. No business activities shall be conducted within the park, except as otherwise provided within.
- 18. Vehicles shall park only in designated areas. Most mobile home units have parking space for two vehicles and parking on the lawns is not permitted.
- 19. Shareholder is responsible for the overall appearance of the mobile homesite. It shall be kept orderly, neat, clean and free of litter, debris and personal effects. Watering and weeding and general care of the lawn and shrubs is the responsibility of the shareholder Do not plant or remove trees without the board's permission. Florida holly, castor beans, eucalyptus and /or rubber plants will not be allowed. (If arranging lawn care over an

Extended time; one (1) or more months, notify the board of your caretaker's name and phone number.) Currently lawn mowing is included in your monthly fee.

- 20. The park is responsible for the maintenance of the main line for water and sewer only. The unit owner is responsible for the water line from the shut-off valve to the interior of the unit and for the sewer lines from the connection at the main line to the unit. The unit owner is responsible for all plumbing necessary to connect the mobile home to the park's main water and sewer lines. The unit owner is responsible for the electricity from the outside pedestal to the unit. If the unit is to be unoccupied for 48 hours or more the owner shall shut off the fresh water supply. Power washing of trailers driveways and sidewalks shall be limited to once a year. Washing car/truck: 2x per month, lawns established: 2x per week, new lawns as needed for first month, plants and flowers as needed by hand. Pinellas County water restrictions shall be enforced. A warning letter will be sent to the lot owners prior to the implementation of a fine.
- 21. Any unit owner contemplating making exterior additions or change in the color of their mobile home must make application in writing, accompanied by one (1) copy of the plan for such addition, for consideration by The Board. If such application is approved, The Board will issue a certificate of approval. Prior to commencement of any work, the unit owner must secure a construction permit from the applicable government entity.

### **Section IV** Recreational Facilities

- 1. Recreational facilities are provided solely for the use of shareholders and guests.
- 2. Hours are from 6 AM to 10 PM, unless extended by special arrangement.
- 3. No pets are allowed in the recreational areas at any time.
- 4. Visiting children under sixteen (16) years of age must be accompanied in the recreational hall and /or pool by an adult or resident(s) they are visiting. All children visiting in the park must stay on the lot they are visiting at all times or be accompanied by an adult or the resident(s) they are visiting.
- 5. Rules are posted at the pool area for your safety and convenience. Failure to observe them will be cause for restrictions. The floating pool depth divider must be put back in position after pool use. (Dept. of Health Regulation).

### **Section V** Guests

- 1. Guests staying more than forty-eight (48) hours must pre-register at the office/ with The Board. They must notify the office/the Board of the number of guests, length of stay and whether there are children. The maximum length of stay of registered guests is 6 weeks within one calendar year. Guests wishing to stay longer than 6 weeks must have written approval from the board. There will be a \$50 per month per guest fee after 6 weeks. Single shareholder occupants are exempt from fees when having only one guest. For more than one guest, fees will apply per guest.
- 2. Grandparents and parents are responsible for the conduct of all children and guests and to make sure that they do not disturb neighbors or abuse or damage property. Shareholders are responsible for their guests' actions and are financially responsible for damage caused by their guests.
- 3. Roomers are not guests and therefore are not allowed

- 4. In the absence of the shareholder, visitors may not stay more than fifteen (15) days per visit. At The Board's discretion this time may be extended. All guests must pre-register with The Board upon arrival if the shareholder is not present.
- 5. At The Board's discretion based on the merits of each individual situation, a disabled shareholder may have an adult (21 years of age) caretaker in residence. The Board may require a doctor or other recognized heath provider to furnish certification of disability. No minor children qualify under this provision.
- 6. With Board approval, guests wishing to extend their stay can do so to a maximum of 4 months per calendar year. Guests who wish to stay longer than 4 months are no longer considered guests and must become a shareholder or qualify for residence as per section II of the rules and regulations regarding Board Approval for Admittance. After 6 weeks, there is a \$50 fee per month; per person. Sole shareholder occupants are exempt from fees when only one guest is present.

### **Section VI** Pets

- 1. No animals or pets shall be kept in the park unless the same, in each instance, be expressly permitted in writing by The Board. Such consent; if given shall be revocable at any time. No pets shall weigh over 25 pounds.
- 2. All pets must be kept on leashes. Pets cannot be tied outside your mobile home un attended, nor allowed to run loose.
- 3. All pets must have current rabies certificates to be displayed upon request.
- 4. Park lawns or laundry area will not be used for walking pets. Fecal matter must be cleaned up immediately.
- 5. In the event of complaints, if the investigation reveals complaints are justified, one warning will be issued to the owner. Upon second justified complaint, owner will be required to dispose of the pet or vacate the park.
- 6. No dog houses are allowed on the mobile home site.
- 7. Please advise guests if they are approved by The Board to allow a pet to accompany them, all rules pertaining to pets apply to them as well.

# Section VII Vehicles-Traffic-Trailers, Boats

- 1. Speed limit on the streets of Brookside Mobile Manor Inc. is ten (10) miles per hour. Please advise your guests.
- 2. Motorcycles, motor scooters, mopeds and motorized bicycles will be permitted only with the written consent of The Board. A motorized wheelchair is permitted. No mini bikes, go-carts or ATV's (all-terrain vehicles) will be permitted.
- 3. No major (transmission nor engine) overhaul shall be permitted. You may rotate tires, change muffler and tailpipe and do minor tune-up (plugs, points).
- 4. Cycle and muffler noise must be held to an absolute minimum.

- 5. No overnight street parking is permitted. Violators will be towed at owner's expense. Guests should use the guest parking area near the pool or on 1<sup>st</sup> street designated by parking signage.
- 6. Do not drive or park vehicles on the lawns. Cycles can be parked on a patio if a metal or plastic drip pan is used under them.
- 7. Autos dripping excess oil or gas must be repaired as soon as possible and drip spots on parking surfaces repaired.
- 8. Current tags must be on all automobiles and other motor vehicles.
- 9. After October 1, 1994, no recreational vehicle (travel trailer, camping trailer, truck camper, or motor home) can be stored on park property. Three (3) days parking on the street is allowed for loading and unloading.
- 10. After September 20, 2001, no boats, boat trailers, or jet skis can be stored on Park property.

## Section VIII Mail

- 1. Numbered mail boxes are furnished to each home site. Mail is delivered to your home by postal personnel. Please use your number on your box. Mail tubes are provided for in-park mail. All mail will be addressed to Brookside Mobile Manor addresses only. No off-season mailing addresses will be used. Shareholders must forward their mail when they are not in the park.
- 2. Shareholders are responsible for replacing mailboxes and stands. Shareholders will also keep them painted and in good repair.

# Section IX Selling

- 1. The Board shall not deny the shareholder the right to sell his/her own mobile home and share. In order to upgrade the quality of the park, The Board will require that any mobile home not presently meeting the park's established minimum standards be removed from the park. Decisions of The Board in this regard shall be binding.
- 2. Shareholders may advertise their mobile home for sale in the news media (be sure to include lot number in the ads). Any for sale signs are to be placed on the mobile home. Signs mounted and placed on the grass are not-allowed. **The Board must be notified of your intent to sell or transfer your mobile home and share.** The Board has the authority to require any necessary upgrading of a coach before it is offered for sale.
- 3. The Board recommends that the seller make in duplicate an inventory list of what-will remain in the coach and what will be taken by the seller, a copy of which goes to the buyer. The buyer should make improvements.
- 4. The seller will be responsible for the maintenance of the coach and yard while the coach is on the market. Seller will be responsible for and is required to have the coach checked for termites. A statement verifying that this has been done will be given to the buyer. If termites are found, appropriate action to eliminate the problems must be taken before the sale. A copy of termite report is to be given to The Board.

- 5. No children will be accepted as permanent residents under any circumstances.
- 6. No renting to or subletting of mobile homes is permitted.

## Section X Miscellaneous

- 1. No loud parties will be allowed at any time, nor loud TV, stereo, radios, musical instruments or other excess noise be tolerated. No open fires around the units. Fires can only be burned at the designated fire pit in front of the garage.
- 2. No peddling or soliciting or commercial enterprise is allowed in the park.
- 3. No babysitting is allowed in the park.
- 4. Rules and regulations may be amended as deemed necessary by The Board with a thirty (30) day written notice to shareholders.
- 5. All complaints must be in writing and signed.
- 6. Suburban Propane serves the park through a central system. They read the gas meter and bill you. A deposit is required. Their address is 775 Bellair Road, Clearwater, Florida. Telephone: 584-1127
- 7. The Board may put a lien on a shareholder's property after ninety (90) days for non-payment of rent, conviction of a Federal, State or Local Ordinance, the violation of which may be deemed by The Board to be detrimental to the health, safety, or welfare of other residents of the park. If a shareholder is viewed as being a threat to the health, safety and welfare of the park, the proper authorities will be notified after a board review.
- 8. In the event The Board is required to hire an attorney and /or invoke judicial or administrative proceedings in order to enforce any of the rules or regulations of the park or any governmental authority to protect its interests in the real property or to place a lien on a shareholder's property, then the shareholder agrees to pay all costs of such proceedings, including a reasonable attorney fee for service rendered to The Board.
- 9. A copy of the by-laws shall be posted on the office bulletin board (lot #226) at all times

## **Section XI** Grounds for Fines

The Board may have a resident fined on any of the following grounds:

- A. Nonpayment of the monthly maintenance fee by the resident when due if the default continues for five (5) days after the delivery of a written demand by The Board for payment of same.
- B. Violation of a park rule or regulation, the by-laws, the Master Occupancy Agreement, or Chapter 719, Florida Statutes.
- C. Residents and /or invitees found to be in violation of the park rules and regulations following a single notice and opportunity for a hearing held before The Board shall be assessed one hundred dollars (\$100.00) per violation. To the extent that the violation continues following the notice and hearing, the fine shall continue to accrue at the rate of fifty dollars (\$50.00) per day with the total fine per violation not to exceed one thousand dollars (\$1000.00).
- D. In all other instances where there has been any violation of these rules, regulations, by-laws, The Master Occupancy Agreement and /or the Florida Statutes, the unit owner shall be notified by The Board in writing within thirty (30) days, specifying the actions causing the violation and giving the unit owner seven (7) days to correct the non-compliance. A second violation of the same rule, regulation, Master Occupancy Agreement, by-law within the next twelve (12) months will be grounds for a fine as per Section XI, Part C, or a lien being placed on the shareholder's mobile.

# Section XII Responsibilities

- 1. The park 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 their guests on the premises. Nor will the park be responsible for supplies or equipment in the recreational hall area for private use by the shareholder.
- 2. Shareholders are responsible for damages caused by their family and/or guests. No shareholder, guest, relative or visitor shall harass cyber-bully, stalk, verbally or physically abuse current or past board members. This type of behavior will not be tolerated and will be considered a violation of the park rules.
- 3. Neighborhood disputes are not the concern of The Board unless the mobile home community is involved. Personality conflicts are not under the purview of The Board. Please respect your neighbors and their property.

## Section XIII Rents and Fees

1. All rents are due and payable on the first (1st) day of each month, paid one (1) month in advance. Delinquencies in rent after a period of ninety (90) days will be cause for a lien to be placed on the shareholder's mobile. A charge of fifty (\$50.00) dollars will be made for any check that is returned unpaid (NSF). Additionally a LATE FEE of FIFTY

(\$50.00) dollars will be charged on the sixth (6th) of the month if rent has not been paid. FIVE (\$5.00) DOLLARS A DAY will be added for each day that rent remains unpaid. These charges are made to cover the cost of notifying shareholders, bank charges, changing records, making special deposits and other necessary office procedures;

2. The Board cannot increase the maintenance fees without the approval of the majority of the shareholders by ballot.