## LAZY DAYS, VILLAGE A RESIDENTIAL DEED RESTRICTED SUBDIVISION RULES AND REGULATIONS

These rules and regulations supersede and replace all rules and regulations previously in effect.

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the Residents of the Lazy Days Village, and to improve and maintain the appearance and reputation of the community.

These rules have been established by the Board of Directors of Lazy Days Property Owners Association, Inc. (hereinafter called the "Corporation") owner of the Recreational Facilities, and may be changed from time to time to achieve this and other purposes. Notice of changes in these rules will be given to the Residents at least **fourteen (14) days** prior to the date of the implementation of the changes.

It is the intent of the Corporation that the Community be operated as a retirement Community. At least one Resident per unit must be at least fifty-five (55) years of age, unless they were already in residence prior to the acquisition of the property by the Corporation. With respect to all new Residents, at least one Resident of each unit must be fifty-five (55) years of age or older. Any additional Resident must be at least 45 years of age or older. Persons under forty-five (45) years of age are not allowed to reside in the Community.

#### I. DEFINITIONS

- 1. "Board of Directors" shall mean the current Board of Directors of Lazy Days Property Owners Association, Inc., a Florida not-for-profit corporation.
- 2. "Maintenance fee" shall mean the monthly maintenance and/or reserve fees paid by property owners in accordance 'with the maintenance schedule established by the Corporation from time to time. Said fee shall be due and payable by the Owners on or before the first (1<sup>st</sup>) of each month, and be **considered** delinquent after the tenth (l0th) of the month.
- 3. "Corporation" shall mean Lazy Days Property Owners Association, Inc. a Florida not-for-profit corporation which is the owner of the Recreational Facilities in the Community.
- 4. A "Guest" is someone who visits a Resident and stays overnight. Guest privileges are restricted to thirty (30) total days in a year (not a calendar year which is January December), unless such person has the permission of the Corporation or unless permitted by a properly promulgated rule or regulation. Guests are entirely (financially and legally) the responsibility of their host Resident and must comply with all Rules and Regulations. The Community facilities are primarily for the use and enjoyment of the Residents. When conditions permit and facilities are not overcrowded, Guests will be permitted to use the facilities.
- 5. "Management" shall mean the professional manager and/or management company employed by the Board of Directors to manage the Community.

- 6. A "Shareholder" shall be the person or persons or trust owning a Membership Certificate issued by the Corporation pursuant to the Articles of Incorporation and the Bylaws.
- 7. "Community" shall mean Lazy Days Village.
- 8. "Resident(s)" shall refer to all persons living in the Community, excluding Guests.
- 9. "Living in the Community" means where persons receive mail and use their property in the Community as their primary residence, sleeping there more than 75 percent of the time when they are in Lee County, Florida.
- 10. "Owner (s)" shall refer to the person or persons owning a Lot and home in the Community, either in name or as trustee of a trust.
- 11. "Lot (s)" shall refer to the parcel upon which a manufactured home is located.
- 12. "Recreational Facilities" shall be described as all facilities owned by the Corporation that are located in the Community for the enjoyment of the Residents. All facilities need to be maintained by those who use them.
- 13. "Maintained by those who use them" shall mean to restore the facilities to the condition prior to the start of the activity.
- 14. "Deed Restricted" refers to and includes age parameters, covenants and rules and regulations of the Community.
- 15. A "Renter" is a Resident in the Community, who is not the Owner of the Lot and who is an occupant of Lot in the Community during the absence of the Owner.
- 16. An "Occupant" is an approved Resident who is not the Owner of the Lot, but has filled out an application and has been approved for residency in the Community, and includes, without limitation, a Renter or Caregiver.
- 17. A "Caregiver" is an individual who provides care for a Resident that meets the definition of "disabled" pursuant to the Americans with Disabilities Act, the Fair Housing Act, and/or the Florida Fair Housing Act. The Caregiver's occupancy of a Lot is conditioned on the necessity of the Caregiver's presence to provide care for an Owner, Renter or Occupant of a Lot.
- 18. A "Visitor" is someone who visits the Community but does not stay overnight.

### **II. RESIDENCY**

1. A formal application with proof of age and a non-refundable application fee must be submitted to the office by any person who wishes to become an Owner, Renter, Caregiver, or Occupant. The application must be submitted and approved prior to taking up occupancy in the Community. Prospective purchasers of property in the Community are required to be approved for purchase of property in the Community by the Board of Directors of the Corporation prior to closing.

Failure or refusal to comply with this regulation by an Owner, Renter, Caregiver, or Occupant will result in immediate eviction proceedings at the Owner, Renter, Caregiver or Occupant's expense.

- 2. The Corporation reserves the right to refuse the purchase of property in the Community by any prospective buyer of same, on the basis of the criteria established to determine the background, character, and financial eligibility of prospective Owners.
- 3. The Corporation reserves the right to refuse to allow a Renter, Occupant, or Caregiver to take up occupancy in the Community on the basis of the criteria established to determine the background and character of the prospective Renter, Occupant, or Caregiver.
- 4. The Corporation specifically reserves the right to terminate the tenancy of any Resident or right of any buyer to purchase in the Community upon determination by the Corporation that the Resident or purchaser misstated or misrepresented any information on any application or entry forms required by the Corporation prior to admittance as a Resident or Owner in the Community.
- 5. Owners who do not meet the age requirement for residency will be allowed a maximum stay of thirty (30) days in the Community in any twelve (12) month period.
- 6. No person or entity shall own or hold an ownership interest in more than two (2) properties at any time, whether such ownership interest is legal, equitable or beneficial, or whether such ownership or ownership interest is held directly or indirectly through any corporation, trust, estate, partnership, other business or other entity. Ownership interest held jointly with a family member shall count towards the maximum two (2) allowable properties in Lazy Days Village. Family members, as that term is used herein, shall mean the owner's spouse, children, grandchildren, brothers, sisters, aunts, uncles, nieces, nephews and the spouses of such persons. Any person, persons, or other entity owning more than one property in Lazy Days Village at the time of adoption of these rules and regulations is grandfathered to continue to own the property or properties in excess of those allowed by this regulation. However, said person, persons, or entity may not purchase or own any additional properties unless and until properties owned, at time of adoption of these rules and regulations, are sold so that said person, persons, or entity owns within the intent of this regulation, less than two (2) properties. From that point on, the person, persons, or entity would be required to comply with the two Lot limit.
- 7. Care givers: The Board of Directors may grant permission for qualified, bona fide caregivers to occupy dwellings in the park on a temporary basis for the purpose of providing health care services to Occupants fifty-five (55) years of age or older. The Corporation requires written confirmation on an approved form from a licensed physician for the need for such home health care services. Such written confirmation must be updated and revalidated in writing after 6 months. When services are no longer needed, the caregiver status is terminated.

#### III. THE MANUFACTURED HOME

- 1. Prior to the installation of a newly purchased manufactured home, the Owner will submit to the Board of Directors an application to install, on an approved form, indicating all required information. Any new manufactured home must meet current city, county and state building codes. The maximum length and the optimum position on the Lot will be determined upon examination of the site by the Board of Directors. The Corporation reserves the right to approve all home selections in order to ensure design compatibility within the Community, quality materials and construction integrity. Acceptable design standards and required improvements must meet specifications as established by the Corporation. Upon approval of the request for a new home, the Owner will post a surety bond (the "Bond") in an amount of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) with the Corporation. The Bond will act as security to ensure the installation is done to industry and Community standards, and in compliance with the specifications established by the Board of Directors for the construction of the home and site. Upon successful completion of the installation of the new manufactured home in accordance with this rule, any unused portion of the Bond will be returned to the Owner.
- 2. No construction by an Owner of any new structure or additions to existing structures will commence prior to the Owner submitting drawings and specifications to and obtaining written approval from the Board of Directors to proceed with the construction. Copies of building permits must be submitted to the office prior to the start of work. When complete, the Certificate of Occupancy must be brought to the office so a copy can be made for the Owners' file.
- 3. Newly installed manufactured homes are required to include the following: Under skirting, defined as decorative concrete block or vinyl, a carport, an aluminum carport roof, 4 inch deep minimum concrete drive, utility room with size no less than sixty-four (64) square feet, whose roof line is consistent and in a continuous line with the roof line of the home. The lawn shall be decorative rock/stone or a fully sodded lawn. The design of all appurtenances and additions, including landscaping, must be approved by the Board of Directors.
- 4. Under skirting must provide ready access to utilities, repair and inspection to the home.
- 5. Any new carport, shed or addition must match the siding of the manufactured home. All building products must be new material and must comply with city, county and state building codes. Construction work must be done by licensed contractors. The Board of Directors may refuse to approve any site improvements, including storage or utility buildings. Any approved site improvements shall be at the sole expense of the Resident.
- 6. Any new utility room or shed must be on a concrete base and must be consistent and in a continuous line with the roof line of the manufactured home or carport and must comply with state, county, city and other local government ordinances. Free standing sheds are not permitted. Sheds must match house covering, siding. etc.

7. Exterior antennas, satellite dishes and other external signal receivers must comply with Federal Communication Commission (FCC) guidelines.

#### IV. MANUFACTURED HOME SITE

- 1. Before doing any digging, the Owner must contact the utility company locators to avoid damage to underground facilities or cause potential inconvenience to other home owners if services are interrupted.
- 2. Owners are responsible for the overall appearance of the home and property. Lawns, patios, carports and surroundings must be kept well-trimmed, clean, neat and orderly. Homes must be washed at least once a year or upon the request of Management if it is deemed necessary. After appropriate notice is given and no action is taken, Management retains the right to clean up unsightly units and bill the Owner for labor and costs involved. This can include, but is not limited to, items such as mowing of the grass, trimming of the trees, bushes, and pulling of weeds.
- 3. All trees located on or planted by a Resident, on a Resident's property, are the responsibility of the Owner. The Board of Directors, through Management, can request an Owner to remove any tree, at Owners' expense, that is considered a threat to a person or property.
- 4. Decorative rock or stone is acceptable as an alternative to a sodded lawn.
- 5. Only an umbrella-type laundry drying apparatus is allowed. It must be placed in the back yard of the home site and it must be taken down when the home is vacant
- 6. Absolutely no perimeter fence around a lot is allowed. Decorative fencing up to three (3) feet to surround a small flower bed or small garden is allowed on the Lot, so long as the Owner has submitted a request in writing for approval by the Board of Directors.
- 7. Any clogging of the sewer line from the manufactured home to the main line is the responsibility of the Owner. If the Corporation is called upon to correct any clogging of the sewer line, the plumber's charges will be assessed to the Owner if the clogging is between the manufactured home and the main line. The local utility company is responsible for the main lines.
- 8. Owners are responsible for the water lines from the water meter into the home. The local utility company is responsible for the main water lines into the community and the meter that services the home.
- 9. Owners are responsible for the electric line running from the electric meter into the home and for the "Disconnect" part in the electric pedestal that applies to their home **including the pedestals.**
- 10. No newspaper boxes or other receptacles will be on the homes or home sites.
- 11. The drilling of wells of any type is prohibited.

- 12. Changing of the grade of any lot is prohibited without the written consent of the Board of Directors or Management.
- 13. Casualty damage shall be repaired within 60 days after the casualty event. Any extension of this time, must be requested in writing and approved by the Board of Directors.
- 14. No temporary or permanent structure or item(s) shall be placed on any easement.

#### V. CLUBHOUSE

- 1. The Clubhouse is open to all Residents and their Guests, or Renters, or Occupants. An adult must accompany Guests under sixteen (16) years of age.
- 2. Residents may reserve the use of the Clubhouse for a private function when such use does not interfere with a Community function. The Resident shall pay a security deposit and any other fees as established by and controlled by the Residents of Lazy Days Board (ROLDI) for the use of the Clubhouse and for use of the kitchen. The security deposit is fully refundable except when clean-up is not completed or damage is incurred. An application must be completed, and submitted along with the security deposit to ROLDI. Approval by the ROLDI Board of Directors will be granted only with at least a five (5) day advance request.
- 3. No smoking of any kind is allowed in either Clubhouse or office building.
- 4. No pets, except approved service or emotional support animals, are allowed in the Clubhouses. All pets, emotional support and service animals must be registered and approved prior to their being permitted to be in the Community.
- 5. The Clubhouses must be maintained by those who use them.

#### VI. SWIMMING POOL

- 1. The swimming pool and pool area are open daily for Residents and their Guests or Renters from dawn until 9:00 P.M. The hours between 1:00 P.M. and 5:00 P.M. are for adults (16 and over) only
- 2. Guests under the age of sixteen (16) must be accompanied by an adult.
- 3. Swimmers should not enter the swimming pool with suntan lotion, suntan oil or soap on the body. **Rinse off** before entering the swimming pool. TOWELS MUST BE USED ON POOL FURNITURE.
- 4. No chairs or lounges are permitted within four feet of the water's edge. This is Florida State Law.
- 5. SWIM AT YOUR OWN RISK. The Corporation is not responsible for accidents, injuries, or lost articles. There is no lifeguard on duty at the swimming pool.

- Appropriate swimwear must be worn in the swimming pool. No cutoffs (unhemmed garments) or street shoes. Infants must wear specially made swim diapers.
- 7. NO RUNNING JUMPING OR DIVING IN AND AROUND THE POOL IS ALLOWED.
- 8. Glass containers are not permitted in the Swimming Pool or any part of the pool deck area surrounding the pool inside the fence. Drinks and food are not permitted within the pool or pool wet deck area. As per Florida state law 64 E9 the pool wet deck area is defined as that part of the pool deck extending outward a distance of four (4) feet from the water's edge around the pool's perimeter. No alcoholic beverages allowed inside the fenced area.
- 9. No pets, except approved service or emotional support animals, or bicycles are allowed in the pool area.
- 10. The swimming pool area must be maintained by those who use it.
- 11. The Board of Directors reserves the right to enforce all present and future federal, state and local laws pertaining to the safe operation of all swimming pools and facilities.
- 12. No flotation devices or other objects are permitted in the pool or pool deck area other than those already provided within the fenced area.
- 13. The maximum number of persons permitted in the pool at any time is thirteen (13). This is Florida state law 64 E-9.
- 14. NO SMOKING OF ANY KIND IS ALLOWED WITHIN THE FENCED AREA OF THE POOL.

# VII. GAME ROOM. SHUFFLEBOARD COURTS, HORSESHOE COURTS, PICKLEBALL, BOCCE BALL, CORN THROW GAME. AND ANY OTHER GAME TYPE ACTIVITIES

- 1. The above facilities are available for use by Residents and their Guests, Renters, and Occupants seven days per week unless otherwise scheduled.
- 2. Guests 'under sixteen (16) years of age must be accompanied by an adult.
- 3. The above-named facilities must be maintained by those who use them.

#### VIII. GUESTS/RENTERS

- 1. Occupancy is generally limited to two (2) persons per unit as Residents.
- 2. A Resident may have Guests for no more than thirty (30) total days per year (per guest), unless the Resident has requested and received written permission from the Board of Directors. For the purposes of this section, a year shall begin upon an Owner, Resident, Renter or Occupant's first day of arrival, not the calendar year. Occupancy

- of Residents on a Lot in excess of two (2) persons will be decided on a case by case basis, upon application to the Board of Directors.
- 3. The Owner is responsible for the actions of Guests, Renters, Occupants, Caregivers, or guests of the Renters.
- 4. The Corporation will not be liable for accident or injury to the person or property of Owners, Residents and their Guests/Renters during the use of any Community facilities, including recreational areas. Residents and Guests/Renters avail themselves of these facilities at their own risk. Owners and Residents shall indemnify the Corporation and hold it harmless from all costs and expenses, including attorneys' fees, for claims of liability, damages, or all other claims or obligations because of or arising from any actions by Resident or Guest/Renter of Resident.
- 5. Owners may rent their homes for a minimum of thirty (30) days and a maximum of six (6) months within a twelve (12)-month period. Owners are liable for and must ensure that Renters complete a Renter application, submit proof of age, pay a non-refundable application fee prior to renting a unit and must comply with the senior only exemption to the Fair Housing Law. One Renter occupying a Lot must be at least fifty-five (55) years of age and no person under the age of forty-five (45) years of age will be permitted to reside in the Community. All overnight Guests shall be registered at the Community office.

#### IX PETS/ANIMALS

- 1. Only two (2) small, domestic dogs or cats are allowed per residence. The allowed small pets shall weigh no more than twenty-five (25) pounds maximum at maturity. As of the effective date of these rules, no other types of animals, birds or exotics are allowed.
- 2. ALL pets and animals must be registered at the office by completing the registration form. The pet/animal owner shall provide a picture of the pet. Current licenses, when required by law, and vaccination information shall be updated yearly (or as applicable) and a veterinarian's statement as to the breed, current weight and age of the pet/animal shall also be provided. The Resident is responsible for any Guest's pets/animals under the same terms and conditions as if it belonged to the Resident.
- 3. Pets/animals must not be left tethered or outside unattended at any time. Pets/animals shall not be allowed to run free.
- 4. Pets/animals must be on a leash no more than 6 feet in length (Lee County Law) and under control at all time when outdoors. They must be walked on PAVED STREETS OR COMMON AREAS ONLY.
- 5. It is the responsibility of the person walking the pet/animal to remove and properly dispose of pet waste. It must be disposed of by placing it in a bag or other suitable container. It is the Owner's and Resident's responsibility to maintain their unit Lot clean of pet/animal waste at all times.

- 6. Pets/animals must not become a nuisance in the Community. Any pet/animal that creates a noise disturbance will result in a warning. Follow-up action will be taken by Management.
- 7. With the exception of service or emotional support animals, no animals are allowed in the Park Office, Pool Area, Clubhouses, or the recreational areas. No animal is allowed IN the pool.
- 8. Management will monitor pet/animal owners' compliance with all of the foregoing guidelines and will investigate any and all written, signed complaints concerning pets/animals from any Resident. When pet/animal owners are determined by management to be out of compliance, the pet/animal owner will immediately be given written notice of such noncompliance. The Board of Directors reserves the right to have the pet/animal permanently removed from, or have the Resident evicted or otherwise removed from the Community for noncompliance under these rules.
- 9. Owners must comply with all Federal, State, County and local laws and Board of Health regulations regarding pets/animals.

#### X. VEHICLES. TRAFFIC AND TRAILERS

- 1. SPEED LIMIT FOR ALL VEHICLES IS POSTED AT FIFTEEN (15) MILES PER HOUR.
- 2. Pedestrians, golf carts, bicycles and all mobility vehicles have the right of way. However, everyone is required to abide by the rules of the road and must not block streets from vehicular traffic. Visible lighting, front and back is required at the beginning of dusk.
- 3. Excessive noise will not be tolerated from any type of vehicle.
- 4. Any vehicle that is unlicensed or inoperative must be removed from the community, including the storage area. They are subject to being towed at the owners' expense. Further, any vehicle parked illegally will be subject to towing at the owners' expense.
- 5. Parking in the streets from dawn to dusk, is allowed for Owners, Renters, and Guests. However, under no circumstances are Residents, Owners, or Guests allowed to block any other Owners' driveway.
- 6. Upon registering at the office and obtaining a parking pass, overnight parking for Owners and Renters is allowed at the North and South Halls for no longer than seven (7) days, in all parking spaces except those designated for the disabled. Parking passes for Guests are allowed as needed but no more than 30 days in a year (not calendar year). This is for cars, vans and personal use trucks that do not exceed one ton. No recreational vehicles, boats, trailers or oversized vehicles can be parked at the halls. There is no permanent parking allowed at the halls. THERE SHALL BE NO PARKING IN THE STREET OVERNIGHT.

- 7. Parking on the grass and vacant lots is not permitted. An exemption has been granted by the Board of Directors to allow parking on the grass surrounding the North and South Halls between Leisure and Roses Lanes on the north and south sides, and Easy and Idleway on the east and west sides respectively. This exemption is limited to scheduled meetings, social activities and the loading/unloading of items for these events only.
- 8. Effective with the date of these rules and regulations (2-25-21) no resident will be approved regardless of material to provide parking in front of their home.
- 9. RV's and boats that need to be loaded, unloaded or cleaned, can do so at the home site for a maximum of two (2) days. In all other cases, all boats, utility and recreational vehicles must be parked in the storage area provided by the Corporation, as available, or stored off the property. There is a storage charge that is set by the Board of Directors. Major vehicle repairs are not allowed anywhere in the Community.
- 10. No one at any time will be permitted to sleep overnight in a boat, camper, travel trailer or motor home, even though such units may be self-contained.
- 11. All lawn equipment shall be stored so that the equipment is not visible from the street or any neighbor's home.
- 12. Any Resident's commercial type vehicle (with company logo, etc. on it), must be approved by the Board of Directors before it can be brought into the Community. If approved, it must be parked on the carport or driveway in such a manner that it does not obstruct the view of any other Resident.
- 13. Golf carts are considered motor vehicles for purposes of use in the park, and subject to the same rules and regulations as those governing motor vehicles.

#### XI REFUSE

- 1. All garbage must be in plastic bags before placing in garbage cans.
- 2. There shall be no burning of any materials within the Community including individual firepits. A community fire pit is in place at the North Hall which will be used for scheduled ROLDI events only.
- 3. Grass cuttings, leaves, trimmings and other debris must be placed in containers adequate for pickup. Cuttings such as limbs must be cut into three (3) foot sections and tied according to vendor guidelines.
- 4. All trash removal such as furniture, rugs, and appliances are the responsibility of the Resident. You may call the Waste Removal company to arrange pick up of any such items.
- 5. All trash cans will be stored in the utility shed or in the back of the home. Garbage and trash containers can be placed at the street no earlier than 6:00 p.m. on the day prior to pick up.

6. All refuse collection and removal must be in compliance with applicable current and future state and local laws.

#### XII MAIL

1. Owners are to maintain their own mailboxes and posts.

## XIII SELLING AND SOLICITING

- 1. No selling, soliciting, peddling or commercial activities of any kind are permitted within the Community. If any solicitors bother you, notify Management immediately.
- 2. No business may be conducted within the Community by any Resident, and no manufactured home may be used other than as a residence. The only exceptions allowed are for Residents who have businesses that do not bring additional traffic into the Community or make excessive noise. If the Resident has such a business, the Resident's home must still be used as a residence and permission to operate a business from the Resident's property obtained from the Board of Directors.
- 3. No commercial or offensive signs of any kind shall be displayed within the Community, or on Resident's home or Lot, without prior written approval of Management. General notices and articles for sale or rent may be posted on the bulletin board provided for such purposes in the clubhouses.
- 4. "FOR SALE" signs shall be limited to an attractive single sign, not more than 12" by 18", which may be placed on or inside the Unit. Such signs are limited to the manufactured home only. No signs are permitted in the yard. No "Open House" signs for the purpose of manufactured home sales will be permitted in the Community, either by the Resident or anyone representing the Resident.
- 5. Carport, estate and yard sales are not allowed.
- 6. Owners may sell their manufactured home without the services of the Corporation. However, prior to offering the manufactured home for sale, the Owner shall inform the corporation, in writing, that the home is for sale. Prior to the closing of the sale, the prospective buyer must be brought to the office, either by the Owner or the real estate company handling the sale, to complete the application for residency and background/credit check. Failure or refusal to comply with this regulation will result in immediate eviction proceedings.

#### XIV RESPONSIBILITIES

- 1. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft or act of God to any manufactured home or personal property left by any Resident or their Guests or Renters within the community boundaries.
- 2. The Corporation will not be liable for accident or injury to any person or property through the Owner, Resident, their Guest, Renter or their Renters Guests of the use of recreational facilities. The Residents and their Guests or Renters shall avail themselves of these facilities at their own risk and assume liability for such physical damage or personal injury caused by such case.

- 3. Residents are responsible for damages caused by their family, or any Guest, Renter or guests of Renters.
- 4. All manufactured homes should be adequately insured for liability.

#### XV COMPLIANCE AND DEFAULT

- 1. Violations of the Community's documents including rules and regulations will be handled as follows:
  - After a first violation notice is sent, a Resident has fourteen (14) days to correct the violation. If the violation is not corrected, a second notice of violation will be sent. An additional seven (7) days will be given to correct the violation. If the violation is not corrected, fines can be implemented. Fines for any violation of the community documents are **One Hundred Dollars (\$100.00) per day up to One Thousand Dollars (\$1000) per violation** beginning on the eighth (8<sup>th</sup>) day after the date of the second notice of violation until the violation is corrected. Civil action will occur if fines are unpaid. A Fining Committee has been formed to hear, if requested, the Board's reason for fining and the resident's response. The role of the Committee is limited to determine whether to confirm or reject the fine levied by the board. If the Committee does not approve the proposed fine by majority vote, the fine may not be imposed.
- 2. The Corporation specifically reserves the right to terminate the residency of any Resident upon conviction of said Resident of a violation of a federal or state law or local ordinance, which upon violation may be deemed detrimental to the health, safety, or welfare of other Residents of the Community.
- 3. A late fee of Twenty-Five Dollars (\$25.00) shall be applicable on all fees, including garbage, due and payable to the Corporation by all owners on or before the first (1st) day of the month and delinquent after the tenth (10th) day of the month. A fee of Twenty-Five Dollars (\$25.00) or the actual bank fee, whichever is greater, will be charged for returned checks.

#### XVI VACATING THE PREMISES

1. Thirty (30) days prior to any Resident vacating their Lot in the Community, which includes the removal of the manufactured home from the Lot the Resident must furnish the Corporation with a true copy of the contract for removal of all of the aboveground improvements (the "Removal Contract"). The Removal Contract will include, but not be limited to, the removal of the manufactured home, carport, storage shed(s), all attachments, skirting, anchors, slab, and steps (the "Improvements"). Residents shall post with the Corporation, a security deposit (the "Deposit") or a surety bond (the "Bond") in an amount, which is the greater of THREE THOUSAND FIVE HUNDRED and NO 00 DOLLARS (\$3,500.00) or one hundred ten percent (110%) of the amount of the Removal Contract, which Deposit or Bond shall act as security to insure the removal of the improvements in a workmanlike fashion, leaving the Lot and any other property in a broom-clean condition. Time is of the essence for all activities related to the removal of the house. Upon successful completion of the removal in accordance with this rule, any unused portion of the Deposit or Bond will be returned to the Resident.

2. If the empty Lot is going to remain vacant or be sold, the Resident remains responsible for any applicable monthly fees.

#### XVII MISCELLANEOUS

- 1. Residents and their Guests or Renters and Renters guests are requested to keep noise levels to a minimum, between the hours of 10:00 p.m. and 8:00 a.m. Any noise, which can be heard outside your home, will be considered too loud.
- 2. Only signed, written complaints will be acted upon by Management.
- 3. The illegal and/or excessive use of drugs, and/or alcoholic beverages is prohibited anywhere in the Community. Drunkenness or public intoxication is prohibited.
- 4. Abusive or offensive language is prohibited in the Community.
- 5. Residents should report vandalism of private or Community property to the local police department and advise Management and/or Board of Directors.
- 6. Residents should report any suspicious behavior immediately to the sheriff. If we all work together, we may be able to prevent some problems from occurring.
- 7. Lazy Days Village is a special kind of community involving the sharing of common facilities and extensive contact among Residents. The conduct of the Residents affects the pleasantness of living in the community and the legal right of other Residents to peaceful possession of their premises. Accordingly, each Resident should conduct himself or herself in a neighborly, pleasant and compatible manner at all times. While neighborhood disputes or personality conflicts are not under the jurisdiction of the Corporation or Management, if a Resident's action or actions ultimately affect the community itself, necessary steps will be initiated by Management to correct the situation and could result in eviction proceedings against the Resident causing the problem.
- 8. The discharge of firearms is prohibited anywhere in the Community.
- 9. DO NOT FEED WILDLIFE, WILDLIFE INCLUDES FERAL CATS
- 10. Residents leaving for extended absences (more than fourteen (14) days) must contact the office to complete the departure form. This gives information needed in case of emergencies and the upkeep of the premises during the Residents' absence.
- 11. If any of these rules and regulations are contrary to any law of any jurisdiction in which the Community is located, it shall not apply or be enforced. However, the other provisions of these rules and regulations shall not be affected and shall continue in full force and effect.