

# CITRUS GROVE HOME OWNERS ASSOCIATION, INC.

## CITRUS GROVE ESTATES

### Rules and Regulations

The purpose of these rules and regulations is to promote the comfort, welfare, and safety of the shareholders and renters of Citrus Grove Home Owners Association, Inc., (herein after called the Community), and to improve and maintain the appearance of the Park.

These rules have been established by the Board of Directors of Citrus Grove Home Owners Association, Inc., (herein after called the "Corporation"), owner of the Park, and may be changed from time to time to achieve this and other purposes.

#### DEFINITIONS:

1. Corporation - "Corporation" means Citrus Grove Home Owners Association, Inc., which is the Owner of the Park and Landlord to both shareholders and renters.
2. Shareholder - "Shareholder", as defined by Chapter 719, Florida Statutes, shall be the person or persons owning a membership certificate issued by the Corporation pursuant to the Articles of Incorporation and Bylaws, also referred to as a "Member".
3. Renter - "Renter" shall mean an owner of a mobile home in the park who is not a Shareholder as defined by Chapter 719, Florida Statutes, and who rents or leases a Lot from the Corporation pursuant to Chapter 723, Florida Statutes.
4. Resident - "Resident" shall be any person who is Shareholder, Renter or a person who rents or leases a Lot from a Shareholder or a Renter who lives in the park.
5. Lot - "Lot" or "Mobile Home Lot" means a lot described by a park owner pursuant to the requirements as Defined by Chapter 723.012, Florida Statutes, or in a disclosure statement pursuant to Chapter 723.013, Florida Statutes, as a lot intended for the placement of a mobile home.
6. Community - "Community" shall mean all Residents of CITRUS GROVE ESTATES.
7. Park - "Park" shall mean CITRUS GROVE ESTATES.
8. Board - "Board" shall mean Board of Directors of the Corporation.
9. Unit - "Unit" shall mean mobile home.
10. Management - "Management" shall mean the professional manager and/or management company employed by the Corporation to manage the Park. Management shall enforce and execute the rules, regulations and approved decisions on behalf of the Board of Directors.

## **RESIDENCY AND OCCUPANCY:**

1. It is the intent of the Corporation that the Park be operated as a retirement community for older persons. At least one Resident per Unit must be at least fifty-five (55) years of age. Persons under forty-five (45) years of age are not allowed to reside in the Park. In the event that the oldest occupant of a Unit dies or vacates the Unit, the remaining occupant may continue as a Resident of the Park so long as their stay is pre-approved by the Board of Directors.
2. All new Residents must go through the application and screening process and be approved by the Board of Directors in order to be a Resident of the Park. If the Unit is sold to a Shareholder or Renter who is not approved by the Board of Directors, the Corporation reserves the right to terminate the tenancy pursuant to Chapter 723, Florida Statutes.
3. All Caregivers and Renters residing in the Park must first go through the application and screening process and be approved by the Board.
4. The Corporation shall limit the number of manufactured homes a Shareholder can own to three (3) containing a share. Any Shareholder who owns more than three (3) Units, containing a share, at the execution of these Rules shall be permitted to retain ownership of those Units. Management reserves the right to conduct a credit check for each additional Unit purchased by a Shareholder. The Corporation reserves the right to refuse the sale of additional Units to a current Shareholder on the basis of the criteria established to determine the credit history of the Shareholder.
5. The Corporation reserves the right to refuse admittance to any prospective Resident on the basis of the criteria established to determine the credit history and criminal background of prospective Resident. The failure of any prospective Resident to provide general background information, personal references and proof of financial responsibility shall be deemed a cause for refusal of residency.
6. The Corporation reserves the right to terminate any Tenant pursuant to the provisions of Chapter 723, Florida Statutes, upon determination by the Corporation that the Tenant misrepresented or falsified any information on any application or entry form required by the Corporation prior to admittance as a Resident of the Park.
7. Prior to occupancy, the office needs to be notified of any sale(s) or transfer(s). All transactions need to be pre-approved prior to closing. All rental changes also need to go through the office and be pre-approved by the Corporation.

## MOBILE HOME AND HOME SITE:

1. Residents are responsible for overall maintenance, repair, and appearance of their mobile home site. Residents must keep landscaping trimmed, weeds controlled, and the general appearance of the landscaping and site in a neat and orderly appearance. Those residing out of state must hire a professional service or individual to keep their property free of weeds. The Corporation reserves the right to do such maintenance and repairs as are necessary to keep the site in compliance and to charge the tenants if they do not comply after reasonable notice and an opportunity to do so.
2. The Unit shall be attractively maintained and comply with all applicable laws, ordinances and regulations of state, county, or Community as from time to time amended. Each Unit shall have skirting and a designated parking space. Skirting that has deteriorated to a point where it has fallen off of the home must be repaired or replaced. Units must be maintained year-round even when the resident is gone.
3. The Unit and Lot must be kept free of debris. The carport must be maintained in a neat and orderly condition. Outside storage shed must be maintained. Storage outside of the Unit will be permitted only in approved utility room/storage sheds. Any new sheds must be approved by the Board in writing.
4. No open storage is allowed on patio, carport, and property.
5. No exterior pools/hot tubs of any kind.
6. No Fire Pits of any kind.
7. Exterior Living Areas and Lawn Decorations – Any furniture or decorations placed under the carport or around the exterior of the mobile shall be kept neat, orderly, clean and free of debris. Additionally, all exterior items must be able to be brought inside the mobile or shed in the event of a hurricane emergency, as these items would become projectiles and could damage other property or residents within the park.
8. The use of foil, corrugated cardboard, paper or sheets to cover window and glass doors are unsightly and are not permitted. Curtains, window shades or mini blinds are permitted.
9. All plans for construction or exterior decorating or finishes must first be submitted to the Board of Directors for written approval before proceeding with the construction or decorations. No items are to be stored or left sitting outside the mobile home except furniture designed for outdoor use. No home appurtenances, accessories or add-ons are to look unfinished or homemade.

10. No building, structure, installation, or other improvement shall be placed on any Lot until the plans have been approved in writing by the Board. Plans may be disapproved solely on the basis of aesthetic standards established at the discretion of the Corporation. All work conducted by either the resident or a licensed contractor must meet current governmental regulations and required permits must be obtained. All contractors must be licensed and have a valid proof of liability insurance. Underground locating of utilities may be required in some instances. To request changes, the resident(s) must provide a detailed description including diagrams (with measurements), tree/shrub variety, color pallet, etc. The resident should be as specific as possible to expedite the approval process. No work may commence until all required permits have been received, posted on the job site and with the Citrus Grove Office and a final approval has been given by the CGHOA Board of Directors before work can begin.

Possible changes include:

- a. Room additions
- b. Shed addition/removal
- c. Utility Room addition/removal
- d. Driveway addition/removal
- e. Walkway addition/removal
- f. Carport addition/removal
- g. Tree/Shrub addition/removal
- h. Paint color changes

11. In the interest of maintaining openness for all Residents, no perimeter fences will be permitted. Decorative dividers, lattice work or trellis may be permitted but MUST have written approval by the Board of Directors before installation.
12. If the CGHOA Board of Directors discovers that a resident has made unauthorized changes to their site, notice will be sent and said changes must be reversed within 10 days of the notice, at the Resident's expense.
13. All Mobile Home tie-downs and locking must comply with all applicable government laws, ordinances and regulations. All Units must meet, at any time and from time to time, current community standards respecting the maintenance of the Unit including fire standards, health standards, and any and all other standards.
14. Management reserves the right to enter a Unit, after the Resident's prior written consent, to prevent imminent danger to an occupant of the Unit, without liability. Such consent may be revoked in writing by the Resident at any time. Management has the right to enter onto the Lot for purposes or repair and replacement of utilities and protection of the Community at all reasonable times, but not in such manner or at such time as to interfere unreasonably with the Resident's quite enjoyment of the Lot.

## UTILITIES

1. Each Resident is responsible for the payment of all electric, propane, telephone, cable and other utility service charges associated with the provisions of such services to their associated Lot. The Resident's charges for these services are not included in the Park's Maintenance Fee.
2. The Corporation is responsible for the electric and telephone lines to the Lot and for the meter boxes. The homeowner is responsible for the electrical lines from the meter boxes to the Unit. Any additional costs to repair any utilities may be passed through to the Resident as defined by Chapter Section 723.046, in Florida Statutes.
3. The Corporation is responsible to maintain water and sewer lines from the ground level or the shut off, if applicable, to the water supply. Resident shall pay additional amounts on a prorate basis, for any other costs, including increased costs for utilities, which are incurred due to actions of any governmental agency. Any additional costs to repair any utilities may be passed through to the Resident as defined by Chapter Section 723.046, in Florida Statutes.
4. Disposal of anything other than toilet paper and bodily waste through the sewage system is prohibited. Do not dispose of GREASE in the sink(s) or toilet.

**\*\*NO WIPES SHOULD BE FLUSHED! NO FEMINE HYGIENE PRODUCTS EITHER!\*\***

## LAUNDRY:

1. Coin operated laundry is available for residents and guests only.
2. No dye is allowed in machines.
3. No heavy articles (i.e. pillows, comforters, rugs) allowed in machines. Oversize items in washers/dryers will damage machines and should be taken to a commercial laundry.
4. A sign-up board is available to reserve washer/dryer times.
5. If another Resident needs to use a washer/dryer that contains clothes from a previously completed cycle, they may remove the items and place them on the table.
6. Clothes lines are located in the common area and are available for residents and guests.
7. Clothes must be removed from lines by 7:00 p.m.
8. Residents may string a short line for drying a few items on their carport, but items must be removed by 7:00 p.m.
9. No smoking or alcohol use in the laundry building.

## PETS:

Pursuant to the ADA and the FHA, a service animal or emotional support animal is not generally considered a pet, however, a physician note is required. All animals and pets must abide by appropriate rules:

1. Manatee County Animal Ordinance 12-10 states:
  - a. Rabies vaccination and license tags are required for all Dogs and Cats.
  - b. Dogs and Cats are not allowed to run at large.
  - c. Pet owners are to remove feces deposited by their animal from any public property or private property of another.
  - d. Any person cited for an infraction of the Ordinance shall pay a civil penalty of One Hundred (\$100.00) Dollars for the first offense, Two Hundred (\$200.00) Dollars for the second offense, and Three Hundred (\$300.00) Dollars for the third offense.
2. Pets are allowed at Citrus Grove Estates, however, are limited to one (1) dog no more than 20" tall from the shoulder to the floor or one (1) cat or one (1) bird. No dogs allowed that are on the dangerous breed list. Only one (1) pet per Unit.
3. All animals and pets must be registered with the office including a picture. All dogs and cats must have a county tag license, current certificate, rabies vaccination, and proof of shots. This needs to be updated every year by a licensed veterinarian and a copy on file at the office.
4. If the Corporation determines that any animal/pet is dangerous, the animal/pet must be removed from the park. A determination by Manatee County Animal Services that an animal/pet is dangerous is not necessary but will be deemed conclusive evidence that the animal/pet must be removed.
5. Animals are not allowed in the clubhouse, office or laundry house. They are not allowed by the shuffleboard courts, bocce court, or horseshoe courts.
6. Dogs and cats must be on a leash of a maximum length of six (6) feet and no longer. Retractable leashes are always only to be allowed at a maximum of six (6) feet, outside mobile homes. Pets are not allowed to run loose.
7. An animal/pets may not be left unattended outside a dwelling.
8. When walking pets, walk them on the edge of the roadway, not on the grass. The large area on the west side of Fernwood, away from the horseshoe pits, is the designated walking area for pets.
9. ***YOU MUST CLEAN UP AFTER PETS.*** Violations will be reported to Park Management, fees may apply.
10. Pets are not allowed to be left unattended or allowed to annoy.
11. Barking dogs will be reported to Park Management.
12. Animals/pets are not allowed on the property of another resident, even if restrained, without the residents' permission.

PETS (continued):

13. Any damage to Citrus Grove Estates property must be paid by pet owner.
14. If any of these pet rules are violated, the management will give one (1) written warning and after a second violation, a \$100.00 fine can be assessed by the Board of Directors.
15. Any conflict between these rules and the Manatee County Animal Ordinance 12-10 will be enforced and shall not invalidate these rules.

**SALES AND RENTING:**

1. For sale signs may be displayed with the following restrictions;
2. No more than 2 signs may be displayed for each mobile home. Size of sign may be no larger than 9"X11".
3. "For Sale" signs must be placed on the mobile home itself. No signs will be allowed in the yard.
4. Information on signs limited to: telephone number; number of bedrooms and baths; Share; and price.
5. Before current resident can sell or rent their residence, applicant must pass a background and credit check.
6. Residence may be sold or rented to one (1) or two (2) persons per bedroom meeting age requirements.
7. The mobile home must be in good condition at time of renting.
8. Mobile homes for sale must be registered with the office.

**VISITORS:**

1. Visitors stay is limited to fourteen (14) days in a calendar year (January 1<sup>st</sup> thru December 31<sup>st</sup>) unless written approval by the Board of Directors or Management Company is obtained.
2. Resident is responsible for notifying the office in writing prior to a visitors/guests stay. The letter or email must contain: Resident name, Resident address, Vistor(s) name, date(s) and description of vehicle(s) (including license plate number) of the guest(s) that will be staying at the mobile.
  - Email the office at office.citrusgrove@gmail.com, the subject line should contain "Guest Notification" followed by your address.
  - The written letter should be placed in the "rent deposit" slot at the office.
  - Or leave a detailed voicemail at 941-747-2300.
3. . Visitors/Guests are entirely (financially and legally) the responsibility of their host Resident and must comply with all Park Rules and Regulations.



**GATES:**

1. All residential gates located on 7th street, also known as Rosewood, must be kept closed at all times.
2. Each resident may secure a gate opener for the access to front and back gates from the office. A thirty-five dollar (\$35.00) deposit is required. This deposit shall be returned to the resident when the resident returns the gate opener to the office upon moving from the park.

**CLUBHOUSE:**

1. All residents may use the clubhouse and other facilities available at no cost, but are responsible for good housekeeping practices, securing the building, turning off lights, and air conditioners/heaters.
2. Entry to the clubhouse is by security code. The code can be obtained from the office.
3. The clubhouse is available from 8:00 a.m. until 9:00 p.m. It may be open later on certain occasions. The clubhouse may be used by a resident for a SPECIAL OCCASION as long as it does not interfere with the regular programming in the park. Reservations should be made through the Park office in writing. A refundable security deposit will be required.
4. No alcoholic beverages or smoking in the clubhouse or any recreational areas of facilities (i.e. shuffle courts, bocce court and horseshoe court).

**RENT AND MAINTENANCE FEE:**

1. All fees are due on the 1st day of the month. A fee of \$35.00 per month or the highest amount permitted by law will be charged to the resident whose lot rent or maintenance fee is delinquent after the 10th day of the month.
2. A thirty-five dollar (\$35.00) charge will be assessed for any returned check for lot rent or maintenance fee.

**KEYS TO RESIDENCE:**

1. The Corporation must have access to all units in case of emergency. Either a key, a lock-box code or a local point-of-contact must be on file at the office.
2. Residents must notify the office if they plan to leave for more than one week. For your protection, please leave address and/or phone number where you can be reached in your absence.
3. Water service must be turned off during your absence. Additionally, it's a good idea to turn off the power to your water-heater.



## **OFFICE HOURS:**

1. The office hours are 9:00 a.m. to Noon (subject to change), Monday through Friday, but will be closed on holidays. Please conduct all business in the Park office. Do not contact the Park Manager after 6:00 p.m., except for emergencies.
2. Non-emergency requests can be made in writing and put in the “rent deposit” slot by the front door of office or send an email to office.citrusgrove@gmail.com.

## **RESPONSIBILITIES:**

1. Resident must accompany children and guests when they are using recreation facilities.
2. No excessive noise; please play televisions, radios and musical instruments softly.
3. No yard sale or carport sale is allowed within the park.
4. Legitimate complaints concerning infractions of rules should be reported to the office manager. A written form provided at the office should be used to express concerns, issues and violations.

## **VEHICLES:**

1. All Florida Department of Motor Vehicle registered vehicles of any kind (cars, trucks, motorcycles, trailers, utility trailers, etc.) must be documented and on file with the office.
2. Resident’s cars, trucks, and motorcycles must be parked in their designated paved/unpaved driveway, carport or in the overflow parking areas listed in the “Additional Parking” section of this document. Any concerns or change requests to designated parking must be submitted in writing to the CGHOA Board of Directors.
3. Trailers (any kind) and Boats should be parked in the overflow parking areas, unless the Resident has room in their own driveway/carport or has gotten approval from the CGHOA Board of Directors for an alternate parking location.
4. If one or more written complaints regarding noisy vehicles are received by Management, said vehicle may be subject to immediate removal or repair by owner.
5. All vehicles parked in the Park must have current registration and plates. No inoperable vehicles are allowed in the Park. All Residents must adhere to all Florida Department of Motor Vehicle laws within the Park.
6. No long-term parking in the grass in front of or next to the Resident’s mobile, as this will kill the grass and cause mowing difficulties.
7. All delivery/repair/utility worker vehicles and any temporary visitor(s) (such as nurses, physical therapists, etc.) will be allowed to temporarily park in the grass but must pull completely off the street, to allow for emergency vehicles access.
8. Any vehicle, other than emergency vehicles, that are found blocking the street risk being towed at the owner’s expense.
9. Parking on another Resident’s driveway or carport is prohibited unless written consent is given by the Resident.

**VEHICLES (continued):**

10. No mechanical repairs or maintenance of vehicles shall be conducted anywhere within Citrus Grove Estates.
11. Washing and cleaning resident's own vehicle is permitted.
12. NO UNLICENSED VEHICLES OR TRAILERS OR INOPERATIVE VEHICLES ARE PERMITTED IN PARK.

**SPEED LIMIT:**

Speed limit for all vehicles (including golf carts) is ten (10) miles per hour. If anyone sees a violation of this rule, it should be reported to the Board of Directors.

**ADDITIONAL PARKING:**

1. Overflow parking area is designed for residents who need additional parking. This area is located on grassy area next to fence on 5th St. Circle (stone road) and is designated for boats, campers, guest cars, etc.
2. Parking area across from clubhouse is limited to two (2) hours, no permanent parking is allowed.
3. No parking in front of gate at the end of Parkwood (Rosewood Entrance), this is a FIRE LANE.
4. One (1) handicapped parking space is available near the clubhouse and shuffle court.
5. Cement pads from empty mobile home lots and driveways are available for parking by all Residents.

**MISCELLANEOUS:**

1. No door to door commercial solicitation shall be allowed in Citrus Grove Estates.
2. Resident yard sales, garage and/or carport sales are not permitted.
3. Home based business' may not interfere with the quiet enjoyment of other Residents.

**COMPLIANCE AND DEFAULT:**

The Corporation reserves the right to terminate the tenancy of any resident for disregard of Park Rules and Regulations in accordance with Section 723.061, Florida Statutes, and the Corporation may also exercise any other remedy available to it under Florida law. Nothing in these Rules and Regulations should be interpreted as a waiver or an election of remedies otherwise available to the Corporation.

**DISCLAIMERS:**

1. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft or act of God to any mobile home or personal property left by the residents or their guests, within the Park boundaries.
2. The Corporation shall not be responsible for damages caused by residents or their family or their guests.
3. The Corporation does not assume responsibility for delivery of any messages or for failure to report messages.
4. The Corporation shall not be liable for accident or injury to a person, pet or property through the use of any Park facilities by residents or their guests.

**THE RULES AND REGULATIONS PRESENTED HEREIN ARE ADOPTED BY THE BOARD OF DIRECTORS OF CITRUS GROVE HOME OWNERS ASSOCIATION, INC. AND SUPERSEDE AND REPLACE ALL RULES PREVIOUSLY IN EFFECT.**