

RULES AND REGULATIONS
OF
CITRUS GROVE ESTATES
FLORIDA COOPERATIVE ACT, CHAPTER 719 UNITS

DEFINITIONS.

1. "Board" shall mean the Board of Directors of Citrus Grove Home Owners Association, Inc., the Cooperative Association.
2. "Cooperative Association" shall mean the corporation for profit or not for profit that owns the record interest in the cooperative property or a leasehold of the property of a cooperative and that is responsible for the operation of the cooperative. The entity that is responsible for the operation of CITRUS GROVE ESTATES is Citrus Grove Home Owners Association, Inc.
3. "Cooperative Documents" means the documents that create a cooperative, including, but not limited to, the articles of incorporation of the association, the bylaws, the ground lease or other underlying lease, if any, the document evidencing a Unit owner's membership or share in the Cooperative Association, the document recognizing a Unit owner's title or right of possession to his or her Unit, and these Rules and Regulations.
4. "Cooperative Property" means the lands, leaseholds, and personal property owned by the Cooperative Association.
5. "Management" means the professional manager and/or management company employed by the Cooperative Association to manage the Park.
6. "Park" shall mean CITRUS GROVE ESTATES, a Residential Cooperative.
7. "Tenant" means the person or persons subletting a Unit from a Unit owner with the written approval of the Board of Directors of Citrus Grove Home Owners Association, Inc.
8. "Unit" shall mean a part of the Cooperative Property which is subject to exclusive use and possession. A Unit may be improvements, land, or land and improvements together, as specified in the cooperative documents.
9. "Unit owner" means the person or persons holding a share in the Cooperative Association and a lease or other muniment of title or possession of a unit that is granted by the Association as the owner of the Cooperative Property.

RESIDENCY AND OCCUPANCY.

1. This is a housing facility for older persons. It is the intent of the Cooperative Association that the Park be operated as a retirement community for older persons. At least one (1) person occupying a 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 person at least fifty-five (55) years of age dies or vacates the Unit, leaving an occupant who is not yet fifty-five (55), said person not yet fifty-five (55) may continue to reside in the Unit

as a resident of the Park so long as their continued residence is pre-approved in writing by the Board of Directors. The Board of Directors reserves the right to deny occupancy to any person where such occupancy would cause the Cooperative Association to not qualify as housing for older persons under the Federal Law.

2. All prospective Unit owners, Tenants, and any other prospective resident of a Unit must make application to the Board of Directors, including but not limited to a background check, and be approved in writing by the Board of Directors prior to receipt of an assignment of a proprietary lease for a Unit in the Park or residing in a Unit in the Park.
3. Any sale, transfer, assignment, sub-lease, use, possession, or occupancy not authorized pursuant to the terms of these Rules and Regulations and the Master Form Proprietary Lease shall be void and the Cooperative Association may institute suit to set aside such transaction. The causes of action and remedies provided to the Cooperative Association in such a suit may include, but not be limited to obtaining a Final Judgement for Eviction, Ejectment, Injunctive Relief, Trespass, Trespass on the Case, and/or any other cause of action deemed appropriate and necessary. The previous Unit owner and any person claiming to hold a leasehold interest in a Unit in the Park violating this Rule shall be liable for all court costs and reasonable attorney's fees incurred by the Cooperative Association, both at trial and appellate levels.
4. The Cooperative Association shall limit the number of Units a Unit owner can own to three (3) containing a share. Any Unit owner who owns more than three (3) Units, containing a share, at the execution of these Rules and Regulations shall be permitted to retain ownership of those Units.
5. Subletting. The ability of a Unit owner to sublet their Unit to others is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by a Unit owner. All sub-leases of Units must be in writing, a Unit owner may lease only the entire Unit, and then only in accordance with the following guidelines, after receiving the approval of the Cooperative Association.
 - A. Notice by the Unit owner: The Unit owner intending to sublease must give the Cooperative Association twenty (20) day notice prior to the first day of occupancy. The Unit owner must provide a fully executed copy of the proposed sub-lease, application, and background check.
 - B. Board Action: After the required notice and information, and fees have been provided the Board shall have twenty (20) days in which to approve or disapprove the proposed sublease.
 - C. Disapproval: A proposed sublease shall be disapproved only if majority of the whole Board so votes and in such case the sublease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to the following:
 1. The Unit owner is delinquent in the payment of any monetary obligation to the Cooperative Association at the time of the sublease.
 2. The Unit owner has a history of subleasing their Unit without obtaining the prior written approval of the Cooperative Association or subleasing to troublesome sublessees and/or refusing to control or accept responsibility for the occupancy of the Unit.
 3. The Unit owner has a history of refusing to accept responsibility for the maintenance of the Unit.
 4. The prospective sublessee and/or any other proposed resident has been designated by a court as a sexual predator or sexual offender, been convicted of the manufacturing or

distribution of illegal substances or been convicted of a felony crime involving violence to persons or damage to property. The Cooperative Association may disregard a conviction if the facts warrant it.

5. The prospective sublessee and/or any other proposed resident has a history of conduct which disregards the rights and property of others.
 6. The prospective sublessee and/or any other proposed resident gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit are not paid.
 7. The prospective sublessee is not yet fifty-five (55) years of age.
- D. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board, at its election, may approve or disapprove the sublease. Any sublease entered into without approval, at the option of the Board, may be treated as a nullity, and the Board shall have the power to evict the sublessee without securing consent to such eviction from the Unit owner.
- E. Applications, Assessments. Applications for authority to sublease shall be made to the Board on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Assessments, rents, or other monetary obligations due to the Cooperative Association may not be delegated to the sublessee.
- F. Occupancy During Sublease Term. Only the sublessee, his or her family members within the first degree of relationship by blood, adoption or marriage, and his or her spouse and temporary (not more than 14 days in a calendar year) house guests may occupy the Unit.
- G. Occupancy in Absence of Sublessee. If a sublessee absents himself or herself from the Unit for any period of time during the sublease term, his or her family within the first degree of relationship already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions contained in the Master Form Proprietary Lease and these Rules and Regulations adopted by the Cooperative Association. If the sublessee and all the family members mentioned in the foregoing sentences are absent, no other person may occupy the Unit.
- H. Regulation by Cooperative Association. All the provisions of the Cooperative Documents and the Rules and Regulations of the Cooperative Association shall be applicable and enforceable against any person occupying a Unit as a sublessee or guest to the same extent as against the Unit owner. A covenant on the part of each occupant to abide by the Rules and Regulations of the Cooperative Association and the provisions of the Cooperative Documents designating the Cooperative Association as the Unit owner's agent with the authority to terminate any sublease agreement and evict the sublessees in the event of breach of such covenant, shall be deemed to be included in every sublease agreement, whether oral or written, and whether or not specifically expressed in such agreement. The Unit owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said sublease or any of the foregoing provisions. The Unit owner shall have a duty to bring his or her sublessee's conduct into compliance with the Cooperative Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Unit owner fails to obtain Corporation approval of the sublessee, or fails to bring the conduct of the sublessee into compliance with the Cooperative Documents, the Corporation shall then have the authority to act as agent of the Unit owner to undertake whatever action is necessary to abate the sublessee's non-compliance with the Cooperative Documents and Rules and Regulations, including without limitation the right to institute an action for eviction against the sublessee. The

Cooperative Association shall have a right to recover any costs or fees, including attorney's fees, from the Unit owner.

- I. Fees and Deposits Related to the Sublease of Units. Whenever herein the Board's approval is required to allow the sublease of a Unit, the Cooperative Association may charge the Unit owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law (currently \$100.00 per applicant with husband and wife or parent and child considered one applicant). No fee may be charged for approval of a renewal or extension of a sublease with the same sublessee. The Cooperative Association may also require any deposits that are authorized by the Cooperative Act as amended from time to time, including but not limited to, a security deposit not to exceed the equivalent of one (1) month's rent, into an escrow account maintained by the Cooperative Association to protect against damages to the Common Elements or Corporation Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.
- J. Two-Year Sublet Prohibition. Those Units leased after the effective date of the adoption of this Amendment to the Rules and Regulations by the Board of Directors shall not be sublet for a period of twenty-four (24) months following acquisition of the Unit (via assignment of the lease and transfer of the membership certificate associated with that lease). The date of acquisition of a Unit shall be established by the date of recordation of the assignment of the lease or other instrument of conveyance in the Public Records of Manatee County, Florida. The Two-Year Lease Prohibition does not apply to the Corporation.

UNIT AND MOBILE HOME.

1. Unit owners and Tenants are responsible for overall maintenance, repair, and appearance of the Unit and the mobile home on the Unit. Unit owners and Tenants must keep landscaping trimmed, weeds controlled, and the general appearance of the landscaping and Unit in a neat and orderly appearance. Those Unit owners residing out of state must hire a professional service or individual to keep their property free of weeds. The Cooperative Association reserves the right to do such maintenance and repairs as are necessary to keep the Unit in compliance and to charge the Unit owner if he/she does 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 the Cooperative Association as amended from time to time. Each Unit shall have skirting and a designated parking space. Skirting that has deteriorated to a point where it has fallen off of the mobile home must be repaired or replaced. Units must be maintained year-round even when the Unit owner or Tenant is not occupying the Unit.
3. The Unit 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 the patio, carport, and or Unit.
5. Pools and hot tubs of any kind are prohibited on a Unit
6. Fire Pits of any kind are prohibited on a Unit
7. Exterior Living Areas and Lawn Decorations. Any furniture or decorations placed under the carport or

around the exterior of the mobile home shall be kept neat, orderly, clean and free of debris. Additionally, all exterior items must be able to be brought inside the mobile home 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 on a mobile home is unsightly and is prohibited. 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 changes, alterations, or improvement(s) shall be placed on a Unit, completed on a Unit or on a mobile home on a Unit 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 Cooperative Association. All work conducted by either the Unit owner, Tenant, or a licensed contractor must meet current governmental regulations and required permits must be obtained before any work commences. 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 Unit owner or Tenant must provide a detailed description including diagrams (with measurements), tree/shrub variety, color pallet, etc. The Unit owner or Tenant 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 received by the Board and a final approval has been given in writing by the Board before work can begin.

Possible installations, changes, alterations, and improvements that require Board approval include but are not limited to:

- 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. No perimeter fences will be permitted on any Unit. Decorative dividers, lattice work or trellis may be permitted but MUST have written approval by the Board of Directors before installation.
12. 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.
13. The Board has the right to enter onto the Unit for purposes of 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 quiet enjoyment of the Lot.

UTILITIES.

1. Each Unit owner 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 Unit. The Unit owner's charges for these services are not included in the Park's Maintenance Fee.
2. The Cooperative Association is responsible for the electric and telephone lines to the Unit and for the meter boxes. The Unit owner is responsible for the electrical lines from the meter boxes to the Unit.
3. The Cooperative Association is responsible to maintain water and sewer lines from the ground level or the shut off, if applicable, to the water supply. Unit owner 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.
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 OR NO FEMINE HYGIENE PRODUCTS SHALL BE FLUSHED DOWN A TOILET AT ANY TIME!

LAUNDRY:

1. Coin operated laundry is available for Unit owners, Tenants, and Guests only.
2. No dye is allowed in washing machines or dryers.
3. No heavy articles (i.e., pillows, comforters, rugs) are allowed in washing machines or dryers. 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 person 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 Unit owners and Tenant's use.
7. Clothes must be removed from clothes lines by 7:00 PM each day.
8. Unit owners and Tenants may string a short line for drying a few items on their carport, but items must be removed by 7:00 PM that same day.

PETS.

1. Unit owners and Tenants are permitted to keep one (1) pet in a Unit. A pet is defined as one (1) dog no more than 20" tall from the shoulder to the floor or one (1) cat or one (1) bird.
2. Unit owners and Tenants must comply with Manatee County Animal Ordinance 12-10 which provides as follows:
 - 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 Dollars (\$100.00) for the first offense, Two Hundred Dollars (\$200.00) for the second offense, and Three Hundred Dollars (\$300.00) for the third offense.
3. All pets must be registered with the Cooperative Association including a picture of the pet. 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 copies of the foregoing must be on file at the Park office.
4. Pets are not allowed in the Park clubhouse, Park office or Park laundry house. Pets are not allowed within twenty (20) feet of the shuffleboard courts, bocce court, or horseshoe courts.
5. Pets must always be on a leash of a maximum length of six (6) feet when outside the mobile home.
6. Pets may not be left unattended outside a mobile home at any time.
7. Pets shall be walked 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.
8. Animals/pets are not allowed on the Unit of another Unit owner, even if restrained, without the Unit owners' permission.
9. Unit owners and Tenants must clean up after their pets immediately.
10. The Cooperative Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals. It is the Cooperative Association's position that the state, county, and city law enforcement and/or animal control are the authority on whether a pet should be deemed a danger and/or nuisance to the Unit owners, Tenants, families, and guests of the Park. The Cooperative Association shall defer to state, county, and city law enforcement and/or animal control to determine whether a pet should be removed from the Park and/or destroyed.

SALES AND RENTING SIGNAGE.

1. For sale signs may be displayed with the following restrictions:
 - a. No more than two (2) signs may be displayed for each mobile home. Size of each sign may be no larger than 9 inches by 11 inches.
 - b. "For Sale" signs must be placed on the mobile home itself. No signs will be allowed in the yard the Unit.
 - c. Information on signs limited to: telephone number; number of bedrooms and baths; Share; and price.

GUESTS.

1. Unit owners and Tenants may have Guests stay in a Unit when the Unit owner and/or Tenant is not present for a maximum of fourteen (14) days in a calendar year (January 1st thru December 31st).

2. At least one (1) Guest must be at least fifty-five (55) years of age and must occupy the Unit during the entirety of the duration of the stay.
3. The Unit owner and/or Tenant is responsible for notifying the office in writing prior to a Guest stay. The Unit owner or Tenant shall email and/or provide a written letter to the Park management the Guest name(s), a phone number to contact the Guest, the dates the Guest will be staying at the Unit, the make, year, model and license plate number of any Guest vehicle being parked at the Unit.
 - a. Email the office at office.citrusgrove@gmail.com, the subject line should contain "Guest Notification" followed by your address, and/or the written letter should be placed in the "rent deposit" slot at the office.
4. Visitors/Guests are entirely (financially and legally) the responsibility of their host Unit owner or Tenant and must comply with all Cooperative Documents including these 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 Unit owner 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 Unit owner when the Unit owner returns the gate opener to the office upon moving from the Park.

CLUBHOUSE.

1. Unit owners and Tenants 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. The clubhouse may be used by a Unit owner or Tenant if 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 and will be returned minus any charges levied by the Board for necessary cleaning and/or damage.
4. The use and consumption of alcoholic beverages is prohibited in the clubhouse or any recreational areas of facilities (i.e., shuffle courts, bocce court and horseshoe court).
5. Smoking is prohibited in the clubhouse or any recreational areas of facilities (i.e., shuffle courts, bocce court and horseshoe court).

RENT/MAINTENANCE/COMMON EXPENSE.

See Article 2 of the Master Form Proprietary Lease.

ACCESS TO MOBILE HOME.

1. The Corporation requests the Unit owner provide a key, a lock- box code, or a local point-of-contact, be on file at the management office in case of emergency, or it is deemed necessary to access the Mobile Home on the Unit.
2. Full time residents should notify the management office if they plan to be absent from the Unit for more than one (1) week. Please leave address and/or phone number where you can be reached in your absence.
3. Water service and power to the hot water heater must be turned off during an absence of one (1) week or greater.

MANAGEMENT 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. Unit owners, Tenants, and Guests must accompany children and other guests when they are using recreation facilities.
2. Excessive noise is prohibited in the Park. Please play televisions, radios and musical instruments softly.
3. Yard sales or carport sales are prohibited 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.) that will be parked at a Unit or within the Park for a period greater than fourteen (14) days must be documented and on file with the Park office.
2. Unit owners and Tenants, cars, trucks, and motorcycles must be parked in their designated paved/unpaved driveway, carport or in the overflow parking areas. Any concerns or change requests to designated parking must be submitted in writing to the Board.
3. Trailers of any kind and Boats, should be parked in the overflow parking areas, unless the Unit owner or Tenant has room in their own driveway/carport or has received written approval from the Board for an alternate parking location.
4. If one (1) or more written complaints regarding excessively 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 license plates. No inoperable vehicles are allowed in the Park at any time. All Unit owners, Tenants, and Guests must adhere to all Florida Department of Motor Vehicle laws within the Park.
6. Long-term parking (a period greater than 7 days) in the grass in front of or next to the mobile home on a Unit is prohibited.
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 in front of or next to the mobile home on a Unit, 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 Unit owner's driveway or carport is prohibited unless written consent is given by the Unit owner.
10. No mechanical repairs or maintenance of vehicles shall be conducted anywhere within Citrus Grove Estates at any time.
11. Washing and cleaning of a vehicle in the Unit driveway is permitted.
12. NO UNLICENSED VEHICLES, UNLICENSED TRAILERS, OR INOPERATIVE VEHICLES ARE PERMITTED IN THE PARK AT ANY TIME.

SPEED LIMIT.

Speed limit for all vehicles (including golf carts) is ten (10) miles per hour. Violations of the speed limit should be reported to the Board of Directors.

OVERFLOW PARKING.

1. Overflow parking area is designed for Unit owners and Tenants who need additional parking. This area is located on the grassy area next to the 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. Parking in front of gate at the end of Parkwood (Rosewood Entrance), is prohibited as 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 Unit owners and Tenants.

ADDITIONAL RULES AND REGULATIONS.

1. No door to door commercial solicitation shall be allowed in Citrus Grove Estates at any time.
2. Yard sales, garage and/or carport sales are prohibited in the Park.
3. Home based businesses may not interfere with the quiet enjoyment of other Residents.
4. 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 Unit owners, Tenants, residents or their guests, within the Park boundaries.
5. The Corporation shall not be responsible for damages caused by Unit owners, Tenants, or their family or their Guests to other Unit owners, Tenants, or their family or guests.
6. The Corporation does not assume responsibility for delivery of any messages or for failure to report messages.
7. The Corporation shall not be liable for accident or injury to a person, pet or property through the use of any Park facilities by Unit owners, Tenants, or their family or guests.