

**DUNEDIN PALMS HOMEOWNERS ASSOCIATION, INC.
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**DUNEDIN PALMS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

Dunedin Palms Homeowners Association, Inc. (“DPHAI”) is a for-profit cooperative corporation charter pursuant to Chapter 719, *Florida Statutes*. Pinellas County and the City of Dunedin have regulations that affect some aspects of DPHAI. For example, DPHAI is zoned under the zoning authority of the City of Dunedin. For all purposes DPHAI is a retirement oriented park.

Thus some of the DPHAI Rules and Regulations (the “Rules”) necessarily derive from state, county and city statutes. Other DPHAI Rules and Regulations are designed to maintain DPHAI as a quality Five-Star, 55 and older, manufactured home community and to insure Unit Owners’ safety, comfort, privacy and protection of property.

DPHAI Rules may be amended from time to time as a current Board recommends and upon approval by the affirmative vote of a majority, consisting of fifty percent (50%) plus one, of the total DPHAI Unit Owners entitled to vote at a properly noticed meeting. A tie vote shall cause the proposed amendment to fail. Text of the proposed change shall be posted in a conspicuous place in the Park at least four (4) weeks prior to the called meeting. Cooperation of Unit Owners and their Tenants in observing the Rules will result in a pleasant, safe environment in the Park. Consideration of and courtesy to others, plus your cooperation in maintaining an attractive home will help maintain the high standard of this community.

Notwithstanding the amendment provisions set forth herein, the affirmative vote thresholds established by Florida law, including sections 719.1055(1) through 719.1055(3), *Florida Statutes*, as modified or re-codified by further act of the Florida Legislature, shall apply to any amendments as to the subject matter outlined in the aforementioned statute(s).

Paragraph Seventeen of the Master Occupancy Agreement (“MOA”) entitled Park Rules states as follows:

DPHAI has adopted the Rules, and the Board may alter, amend or repeal such Rules and adopt new ones. This MOA shall be in all respects subject to the Rules which, when a copy of has been furnished to the Resident, shall be taken to be part of this MOA, and the Resident hereby covenants to comply with all such Rules and see that they are faithfully observed by family, Tenants and guests. Breach of a Rule shall be a default under this MOA. DPHAI shall not be liable or responsible to the Resident for the nonobservance or violation of Rules by any other Unit Owner, Tenant, or person.

All DPHAI Unit Owners have signed the MOA upon the purchase of a share and have agreed at the time of closing that they will abide by these Rules.

A. GENERAL

1. The terms “Articles,” “Assessment,” “Bylaws,” “Commercial Enterprise,” “Common Expenses,” “Common Surplus,” “Cooperative Property,” “Park,” “Rules,” “Special Assessment,” “Tenant,” and “Unit Owner” shall have the meanings defined in the Master Occupancy Agreement. The terms “Association,” “Board of Administration,” “Common areas,” “Cooperative,” and “Cooperative parcel,” and “Unit” shall have the meanings defined in § 719.103, *Florida Statutes*. The term “Board” shall have the meaning defined in the Bylaws.
2. Application to purchase a share in DPHAI, along with all other necessary documents as required by Paragraph Eighteen of the MOA, must be submitted to the Board. As set forth therein, such notice must be given thirty (30) days prior to any such transfer, and the Board shall have fifteen (15) days to approve or disapprove the transaction. In order to comply with the Fair Housing Act, at least one (1) Unit occupant must be at least fifty-five (55) years of age or older while any person occupies said Unit. Persons under the age of fifty-five (55) and more than fifty (50) years of age may occupy and reside in a Unit as long as at least one of the occupants is fifty-five (55) years of age or older. The Board shall have the power to make hardship exceptions to this provision consistent with applicable law. The maximum number of permanent occupants in any Unit is two (2) persons.
3. Visitors are allowed on a temporary basis, and in any event may not stay longer than thirty (30) days cumulatively in any calendar year. All guests of Unit Owners in residence staying more than forty-eight continuous hours must register with the DPHAI office. Visitors who are relatives (not friends) of the Unit Owners may occupy a home for a maximum of thirty (30) days without the presence of the Unit Owners. The Unit Owners must register their visiting relatives, two weeks prior to their arrival, for Board approval, and include the following information: names, and relationship to Unit Owner, and dates of arrival and departure. The Unit Owners are fully responsible and liable for the behavior and conduct of their relatives.
4. Maintenance fees and payments on notes are due on the first day of each month. Payments not received by the 5th day of the month will be considered delinquent and a flat rate penalty of \$25.00 will be charged. If, at the end of the first month incurring a late fee, the account is still delinquent an additional \$25.00 late fee will be charged on the first day of the following month. The Park Manager, or if one does not exist, the Treasurer, will notify the delinquent Unit Owners and payments will be due upon receipt of the delinquent notice.
5. Remedies of DPHAI for violations of these Rules, the Bylaws, and the MOA are covered herein and in Paragraphs Twenty One (21), Twenty Seven (27), Twenty Eight (28) and Twenty Nine (29) of the MOA, as well as Section 719.1255, *Florida Statutes*, which deals with remedies for violation of the law or the documents creating the cooperative.
6. Pets and service animals permitted in the Park by DPHAI are as follows:
 - a. Birds housed in cages inside manufactured homes.
 - b. Neutered cats which Unit Owners and Tenants do not permit to leave their Units.
 - c. No other pets are permitted.

- d. Service animals of any type are permitted with proper documentation.
- e. Owners, tenants, and guests are required to clean up outdoor waste deposited by their service animals. Owners will be responsible for their tenants' or guests' violation of this provision.

All Unit Owners, Tenants, and their respective guests are subject to the DPHAI Pet and Service Animal Policy, fully incorporated to these Rules by reference.

B. HOME SITE

1. DPHAI has the right to access manufactured homes to prevent imminent danger to occupants or to the manufactured homes and as permitted by § 719.104(1), *Florida Statutes*. DPHAI has the right to entry on to lots for repairs of and maintenance of utilities, maintenance of lots, and protection of the Park at all reasonable times.
2. Grass mowing and sidewalk edging will be done by DPHAI hired contractors as well as trimming of all palm trees and tall or large trees not readily trimmable by Unit Owners or Tenants. DPHAI's cost for such work will be included in the monthly maintenance fee or Assessment.
3. Fertilizing, weed and insect control and sod replacement of lawns are to be done by Unit Owners on their respective lots at their respective costs.
4. Weeding and trimming of planters is to be done by Unit Owners or Tenants at their cost. Lots must be kept attractive at all times to maintain park standards. Unit Owners or Tenants leaving for more than sixty (60) days must arrange for planter and lot maintenance at their cost. If such work is not done, the Board shall write the Unit Owners or Tenants accordingly, setting a date for completion of the neglected maintenance. If the noticed work has not been completed within fifteen (15) days after the letter is sent, DPHAI will hire someone to do the work and the Unit Owner will be billed for the cost.
5. Unit Owners or Tenants may landscape lots other than in planters with the prior written approval of the Board. Such approved landscaping must be maintained thereafter at the Unit Owner's or Tenant's expense. The Board may require execution of a document confirming responsibility of the Unit Owner under this Rule. Residents may not plant trees on lots. All lot plantings are DPHAI property and are removable only with DPHAI written permission.
6. Lawn watering may be done only at times set by the City of Dunedin, which schedule is published daily in the Tampa Bay Times, and varies according to current drought conditions. No automatic sprinkling device may be used.
7. Prior approval is required by the Board for anything other than shrubbery in planters. DPHAI requires a 7 1/2' Right of Way in from sidewalks on which only Palm trees may be planted.

8. As of the date of amendment of these Rules, driveways and walkways to home entrances may be painted in neutral colors only, such as tan or gray. Colors other than tan or gray will require Board approval. Driveways or walkways now painted in other colors must be in these neutral colors in future repainting. Exceptions to this Rule require Board approval **PRIOR** to painting.
9. A fully sodded lawn or substitute as approved by the Board **IS** allowed.
10. Fences are not permitted on lots, other than boundary fences.
11. No outdoor clotheslines or clothes racks are permitted at any Unit. Laundry must be hung in the approved drying area next to the Park laundry. Coin-operated laundry washing and drying facilities are in the Park Laundromat for Unit Owners and tenants. Also available is a drying yard next to the Laundromat. Unit Owners must not overload laundry machines. Clean washers after use and remove lint from dryers. Dyeing is not permitted in washers. Machine malfunctions are to be reported to the Park Office.
12. Any offensive activities by Unit Owners, Tenants, and/or guests which may cause inconvenience to others will not be tolerated. This includes loud music, TV playing, talking, etc... after 11 PM.
13. Storage of miscellaneous personal property under a carport is not permitted, except tables, chairs, grills, bicycles and workbenches which may be stored in these areas as long as Unit Owners leave room to accommodate their vehicles.
14. Vehicles in an obvious non-driving condition for more than three (3) days will be towed at owner's expense, and unlicensed vehicles may not be parked on Cooperative Property. Only minor repairs are permitted, such as fixing of flat tires, battery jumping and other repairs which must be completed within twenty four (24) hours after they are commenced. Such repairs may only be undertaken on vehicles which are registered in the name of a DPHAI Unit Owner. Under no circumstances may oil be changed within the Park. Vehicles observed discharging motor oil, transmission fluid or other environmentally harmful or road damaging liquids will be cited. Repeat violators are subject to fines and towing.
15. Boats owned by Unit Owners or Tenants may be stored under carports with not less than forty-two (42) feet of parking space under carport roof and must be under rear parts of carports only.
16. Commercial vehicles with advertisements or signage and larger than a full size automobile or standard van carrying materials or supplies visible from outside the vehicle, may not be parked under carports or on driveways, nor may vans not converted to a side window type passenger recreational van. All trailers, campers, commercial trucks in excess of ½ ton capacity, motor homes, construction equipment or rigs may not be parked in DPHAI without written approval of the Board. Violators are subject to fines and towing.

17. Feeding of pets or other animals other than inside manufactured homes is not permitted. Food left outside of manufactured homes attracts non-domestic animals, semi-wild and wild, with possible health and safety problems for Park occupants.

C. SELLING, RENTING, SUB-LETTING AND SOLICITING

1. No peddling, soliciting or any Commercial Enterprise is permitted in the Park. Residents wanting to canvas or solicit in the Park may only do so if the organization is comprised primarily for the benefit of the Park residents, such as a chapter of the F.M.O., R.O.C. or sub groups of organized charities comprised of residents in the Park under Section 719.109, *Florida Statutes*. Nothing in this Rule, however, shall be construed as limiting Park residents' or Unit Owners' rights to peaceably assemble under state or federal law.
2. Transfers of interests and subletting of interests must strictly comply with the requirements of Article Eighteen (18) of the MOA. All other requirements of the MOA, Bylaws and Chapter 719, *Florida Statutes*, must be strictly complied with.
3. FOR SALE signs may be displayed only inside a window of the home being sold and may not be larger than 12" x 16". FOR SALE notices may be placed on the bulletin board located to the left of the Recreation Hall front door. No other signs will be permitted or displayed without the prior written approval of the Board.
4. Before acceptance of a prospective purchaser of a manufactured home by DPHAI, the current Unit Owner must submit to DPHAI a current inspection report from a licensed pest control company certifying that the home is then free of termites, vermin, or other pests.
5. Any prospective purchaser or tenant must submit to and receive a one time favorable background check, along with any other checks required by these Rules, the MOA, and the Bylaws. The fee for such checks is Non-Refundable and shall not exceed the maximum amount allowed by law. Closing and title transfers are to be completed by the DPHAI real estate attorney or their title closing agent. All applicable criminal background costs must be paid, in advance to DPHAI, prior to Board approval. All fees are non-refundable.
6. Subletting of manufactured homes must strictly conform to the requirements of the MOA and in particular, Paragraphs Seventeen (17) and Eighteen (18). Prospective Tenants must submit to and receive a one time, favorable criminal background check, at their expense, nonrefundable, paid in advance to DPHAI, which shall be screened by the Board and must be approved prior to residency in the Park. The screening process is to insure they meet the requirements of these Rules, the Bylaws, and the MOA. A credit check is not required but will be made available for those Owners renting their units.

D. TRAFFIC, PARKING AND PERSONAL GOLF CARTS

1. Ownership and personal use of golf cars, golf carts or Low Speed Vehicles (LSV), electric or gasoline powered, is permitted, and are considered vehicles.

2. Vehicle speed limit in the Park is fifteen (15) miles per hour. Observance of posted speed limits and stop signs is expected.
3. Except for deliveries, repairs or pickups, street parking is discouraged. Parking on lawns is prohibited. No overnight parking is permitted on DPHAI streets. If a driveway is full, visitors may park in front of the Recreation Hall, Beltrees entrance, or the Laundromat as marked. Residents must limit their vehicles to those fitting into their carport spaces, e.g., not overlapping and obstructing sidewalks. The Unit Owner will be liable for any damage caused to Cooperative Property of Common Facilities by workmen.
4. Any vehicle parked in a marked parking space in the community, for example, such as those in front of the club house, may only take up one such space. Vehicles may not be parked sideways or at such an angle that parking in and use of adjacent spaces is impossible or difficult.
5. Vehicles are not permitted to drive on or park on any sidewalk or grassy areas maintained by DPHAI. Golf carts may be parked in any automobile space; however, in the event auto parking spaces are needed in front of the clubhouse for a clubhouse event, golf carts shall be parked in the marked golf cart area near the pool.
6. Parking on the right side of the street with vehicles facing the same direction is permitted so long as vehicles are not opposite each other and do not block anyone's driveway. Emergency vehicles must be able to pass between vehicles parked on the street.
7. The Board may take any reasonable action necessary to ensure compliance with or punish violations of Section D of these Rules.

E. UTILITIES AND HALL

1. The City of Dunedin furnishes water and sewer services to the Park and its Units, and bills DPHAI for same. These costs are included in the monthly maintenance charge and Assessments by DPHAI to Unit Owners and Tenants.
2. DPHAI is responsible for the Park underground water distribution system from the meter up to and including the shut-off valve in each lot.
3. DPHAI is responsible for underground 6" and 8" sewer lines in the Park up to and including the in-ground connections to the 4" sewer lines to an individual manufactured home. Residents are responsible for cleaning any blockage from and repairing of 4" laterals to manufactured home.
4. Duke Energy Corporation provides electrical service to the Park. It bills Unit Owners or Tenants for electrical consumption on their lots according to the lot meter. DPHAI is billed for electricity used in the Park other than on individual lots, such cost being included in the monthly maintenance charge and Assessments. DPHAI maintains electrical service up to and including meter boxes on individual lots. Residents are responsible for electrical service from and including the main breaker box to manufactured homes.

5. Several Telephone Companies provide telephone connections to all Units and bill the Unit Owners and Tenants.
6. DPHAI has no central gas system; Unit Owners are responsible for their own tanks.
7. Cable TV connection to lots is available. Subscribers are billed directly.
8. The U.S. Postal Service delivers mail to each Unit daily except for select days. Unit Owners must provide and maintain their own mailboxes, using reflective three (3) inch numbers on both sides of the mailbox posts.

F. PARK BUILDINGS, LAUNDROMAT, RECREATION FACILITIES, COMMON AREAS AND DPHAI GOLF CART

1. Recreation Hall, shuffleboard courts, swimming pool, lake, park area, fishing pier, and the deck outside the recreation hall are for use by Unit Owners and guests. The swimming pool is available daily from dawn to dusk.
2. Park hosts must accompany guests using the shuffleboard courts, which are open daily from 8 a.m. to 10 p.m., when court lights must be turned off.
3. Alcoholic beverages may not be sold in common areas or within or around Park owned buildings and recreation areas of the Recreation Hall. Only unbreakable containers may be used in the pool area.
4. Residents must comply with posted swimming pool rules.
5. DPHAI maintains all common areas, streets, recreational facilities, laundromat, and workshop. DPHAI assumes the cost of the recreation hall.
6. Other than the appliances in the recreation hall kitchen, tangible personal property is the responsibility of the residents.
7. Shirts and/or cover-ups need to be worn to and from all common areas and facilities.
8. Personal use of the DPHAI golf cart is for Unit Owners only. DPHAI reserves the right to restrict any inappropriate usage of the DPHAI golf cart, including by individual Unit Owners, as needed. Prior to using the DPHAI golf cart you must check tires and batteries. Upon returning the DPHAI golf cart to shed you must plug in to recharge battery after each use.
9. Persons using the garage/workshop must use the "Sign In, Sign Out Sheet" for all tools and the DPHAI golf cart, plus sign a waiver holding DPHAI harmless for any accidents or damages resulting from the use of the DPHAI garage/workshop, any DPHAI tools, DPHAI golf cart, or any other item or equipment associated with the garage/workshop. Under no circumstances will the failure to sign a waiver prevent the relevant waiver included in the

MOA from being valid and enforceable. Use of the DPHAI golf cart, DPHAI tools, and DPHAI garage/workshop area is at your own risk and by undertaking any such use, you agree to hold DPHAI harmless from any damage, claims, demands, or injuries to people or property that arise from such use.

G. THE MANUFACTURED HOME

1. A manufactured home must have written approval of the Board of Directors before being moved into the Park. Section 723.041(4), *Florida Statutes*, states that “the park owner shall be authorized pursuant to this section to site any size new or used manufactured home and appurtenances on a manufactured home lot in accordance with the lot sizes, separation, and setback distances, and other requirements in effect at the time of the approval of the manufactured home park.”
2. The minimum width of a manufactured home being moved into the Park must be at least fourteen (14) feet.
3. Open spaces around the foundation must be covered with an approved skirting or wire to prevent animals from nesting under homes.
4. Each manufactured home must have a carport along the driveway side of the home. The front roof edge of the carport shall not protrude beyond the front overhang of the home when viewed from the side or above the home. The carport must be manufactured and installed per current building code.
5. Each manufactured home must have a minimum 6' x 8' utility cabinet, built solidly from the concrete driveway to carport roof, as per current building code.
6. Each manufactured home must have a solid mortared split block planter across the front of the home as per current building code.
7. Each manufactured home entrance must have steps of split block, mortared together solidly and poured concrete, precast treads, or composite material, as per current building code. Steps at the side must be no closer to the property line than 4' as per current building code. Any attachment of the steps to the manufactured home, may affect setbacks per current building code.
8. Handrails and porch rails on each manufactured home must be either anodized aluminum or wrought iron, except for handicapped situations requiring wooden railings, as per current building code. Any attachment of handrails or porch rails to the manufactured home, may affect setbacks per current building code.
9. Each manufactured home driveway must be of concrete, and a minimum of 38' long, 30' of which must be under roof, and 10' wide. Unit Owners and Tenants are responsible for costs of such construction and driveway maintenance.

10. All manufactured home electrical and plumbing connections must meet City of Dunedin building codes.

11. Each manufactured home owner is responsible to keep his or her manufactured home exterior clean, attractively maintained, repaired and painted. Repeated or intentional noncompliance violates these Rules and could ultimately be grounds for eviction.

12. Painting, permanent decoration or modifications must be endorsed by a written authorization by the Board, or said changes shall result in the Unit Owner paying all costs

associated with the reversal of the unauthorized painting, permanent decorating or modifications.

13. All antennae and/or satellite dishes must be installed towards the rear of manufactured homes and must be physically attached to the home. All antennae and satellite dishes must have written DPHAI approval prior to installation.

14. All manufactured homes and Units must comply with all applicable local and state building, life safety, municipal, and zoning codes or ordinances (collectively, the “Codes”). Failure to comply with such Codes shall be a violation of these Rules and a default under the MOA, subjecting the Unit Owner to all penalties available under these Rules, the MOA, and applicable law.

Adopted by DPHAI on January 9, 2019

POOL RULES

**WARNING:
THERE IS NO LIFEGUARD ON DUTY.
USE FACILITIES AT OWN RISK**

- POOL HOURS ARE FROM DAWN TO DUSK.
- BATHING CAPACITY: 9 PERSONS
- ALL PERSONS MUST SHOWER BEFORE ENTERING POOL
- DIVING, RUNNING AND JUMPING IN POOL ARE NOT ALLOWED
- SWIMMING ALONE IS PERMITTED IF A SIGNED WAIVER IS ON FILE IN THE OFFICE.
- ONLY UNBREAKABLE CONTAINERS ARE PERMITTED IN THE POOL AREA
- GUESTS UNDER 18 YRS OF AGE MUST BE ACCOMPANIED BY A PARK RESIDENT
- PERSONS WITH CONTAGIOUS DISEASES, SKIN DISORDERS, UPPER RESPIRATORY INFECTIONS, DIARRHEA, ARE NOT ALLOWED IN THE POOL.

**BE RESPONSIBLE! KEEP AREA CLEAN! ENJOY!
*THANK YOU FOR YOUR COOPERATION!!***