DeSoto Park Rules and Regulations

Welcome to DeSoto Park, a senior adult mobile home community. Our success has been due largely to the fine residents we have here at DeSoto Park and their attitude of cooperation. All new residents are expected to cooperate in the same way and observe all the Park Rules and Regulations. Consideration and courtesy to others, plus cooperation in maintaining an attractive home will help maintain our high standards.

ACCEPTANCE

1. A prospective resident / owner must be considered by management to be desirable and compatible with other residents of the park and references may be required before admittance. All prospective residents must make verbal request for an interview at the park office prior to occupancy of any mobile home. A background check will be conducted, in which case the prospective resident will be responsible for any cost incurred. At least one resident must be an adult of at least 55 years of age. Every resident must be interviewed, read the current Rules and Regulations aloud in the presence of the park manager and two DPHA Inc. Board members or designees and signify agreement and intention to comply with all Rules and Regulations of the Park by signing such. The document, having been signed by the new resident, Park manager and Board members / designees in attendance will be maintained in the park office. Every resident must be approved by Board of Directors or designees, with input from Manager, before the resident may occupy a home in the park.

THE MOBILE HOME SITE

2. Lawns, patios, carports and surroundings must be well kept, clean, neat and orderly . All plants on mobile home lots will not encroach onto joining lots. If necessary, the management will clean up unsightly yards and bill the owner for labor and costs involved. No blocks, building materials, broken furniture - appliances, lawn mowers, debris or junk may be kept around homes.

3. Storage of items outside the home will be permitted only in approved utility room , or carports. A boat or boat trailer, or lawn mowers may be kept on the resident's lot only if under and within an approved carport and providing that it does not necessitate car parking out of the resident's drive. Large or unsightly vehicles of any type may not be kept on the resident's lot. Vehicles and guest campers and trailers must be parked in designated areas.

4. Fold up or umbrella-type clothes lines may be erected on any lot where adequate space exists providing that they are removed when not in use, and that the location of such clothes' drying apparatus is approved by the management. The erection of drying lines on any lot in the park, other than described above ,will not be permitted.

5. Electric lines are installed at each meter pedestal. Each resident will make their own application for service and will pay all bills rendered by the utility companies. The resident must check to ensure that park utilities meet the resident's specifications before moving in. Any change in utility service to meet the requirements of the resident will be done at the resident's expense. All utility connections must comply with all governing ordinances.

6. Residents are responsible for all utility lines from their homes to where they connect to the park lines. Park water line runs from main up to and including the shut-off valve providing water to each space. The resident homeowner may operate the shut – off valve as needed. The sewer line from the main to the mobile home is the responsibility of the resident. Any stoppage or repairs are the responsibility of resident. Grease, fat, coffee grounds and sanitary napkins of any type including flushable wipes must not be introduced into the sewer system.DO NOT dispose of any type of pet waste into the toilets, EVEN IF THE LITTER IS MARKED FLUSHABLE. Cat litter can cause the sewer pipes to clog. NOTE: remember your sewer line from your home to the main line is the owner's responsivity.

7. No fences are allowed.

8. Parking is permitted only in a resident's own driveway or in an area designated by management. Please do not infringe upon other residents' lots. No parking is allowed on the streets or grass.

THE MOBILE HOME

9. Homes shall be attractively maintained by the residents and comply with all applicable laws, ordinances, and rules and regulations of the county, state and park, as from time to time amended.

10. All homes must be blocked and tied-down to comply with all government ordinances and carry liability insurance. Proof of current insurance policy, i.e. copy of ins. declaration page, will be provided to management annually by residents and kept on file in Park Office.

11. All hitches, fuel tanks, LP gas bottles and trash containers are to be removed or hidden from sight by thick plantings, skirting, or buried in planter.

12. To maintain a clean, attractive appearance, the home should be painted as needed and the exterior and the roof should be washed annually October – April and be kept in good repair.

12A. No - noise producing work (use of power tools, lawn mowers, hammering, etc.) on property on Sunday except for emergencies. Quiet work is permitted (car washing, watering, gardening/planting, etc.) Monday – Saturday work is permitted 7 am to dusk.

12B. Before a used mobile home can be brought into the park, it must be newer than 10 years old and must be approved by management and DPHA Board of Directors . A fee may be charged based on travel distance to inspect subject mobile.

MOBILE HOME ACCESSORIES AND IMPROVEMENTS

13. Any additions or exterior improvements to the home must be approved, in writing, by the park manager, before any work begins. Any individual/company hired as fee for service must be licensed and insured with proof of such on file in office before work begins. It is the responsibility of the resident to be certain the worker hired has been approved by management.

14. No home accessories or add-ons are to look homemade. If they have a homemade appearance, they will have to be removed. Steps must be aluminum, cement, or fiberglass and meet Highlands County code, see a copy at park office.

15. All skirting is to be split brick, decorative block, or approved aluminum or vinyl. All awnings, patio covers, carports and utility sheds are to be white aluminum or a color that complements the color of the home. New steel sheds are not acceptable because of rusting out within a few years and the unsightly appearance that it creates.

16. Driveways are to be of concrete, with the driveways no less than 12 feet wide by the distance from the street to the back corner of the home additions, unless lot size is prohibitive. New porches and room additions must meet county codes.

16A. Driveways may be widened for golf cart parking. The extension is to be concrete blocks, bricks, stone or a strip of poured concrete up to, but no more than, 60" wide. Extensions will be the length of the driveway on the inside of the driveway in front of the mobile. Exceptions are to be approved by management as required.

17. Planters are to be of approved decorative brick or block and the width of the home. Other planter materials must be approved in writing by park management.

YARDS

18. Maintenance - Each homeowner shall keep all grass on their lot neatly mowed and trimmed by doing so themselves or hiring someone to do so. Grass must not be cut less than 3" tall. Weed eating is not allowed in stone areas: spraying of weed killer in stone areas is allowed. Each homeowner shall take care of any trees, shrubs or plants on their lot and shall not plant trees or large shrubs without first getting permission from the park manager and having them approve the exact location. Plants that encroach or interfere with utilities or maintenance of the park or otherwise create problems may be removed by management, if the owner fails to remove the plants, the homeowner will be billed for the actual cost of such removal plus a management charge.

19. Summer maintenance - When a homeowner is away, they shall arrange to have someone maintain their yard and irrigation as needed. Should a yard become overgrown, planters full of weeds or the yard otherwise in poor condition, management will arrange for clean-up of the yard, and the homeowner will be billed for the costs of clean-up plus management charge.

20. Water must not be wasted by allowing lawn sprinklers to sprinkle one area for more than 10 min. or allowing water to run on pavement. Management reserves the right to turn off any sprinkler found in violation. Each resident is responsible for proper maintenance of all plumbing in their home and on their lot including all outside hose faucets and sprinklers. County regulations regarding outdoor water usage are to be followed.

PARK PROPERTY

21. The park manager will maintain common park property as well as larger trees and palms planted on common park property. Trimming and pruning of these trees shall be done at the discretion of D.P.H.A., Inc.

PETS AND ANIMALS

22. Two pets (Dog / Cat) per household, 25 pounds or under are permitted (with additional fee).

- A pet fee of $50.00 is a one-time fee. If a Resident wants a second pet, resident will pay an additional $50.00 pet fee for each month the resident resides in the park, that year. If a resident has never paid the $50.00 pet fee in the past for a current pet and would decide to replace the pet or acquire a pet, resident will pay a $50.00 pet fee (per pet) at that time. If a resident has already paid the $50.00 pet fee in the past, there will not be an additional $50.00 pet fee.

- If a resident gets rid of a pet or the pet dies and the resident wants to replace the pet, the resident must get approval from management first. Management will provide the Rules and Regulations for said pet. Management will also provide a pet agreement form, that must be completed and will be kept on file in Park office.

- Pets must be on leash when outside the home and shall not be allowed to run loose or unattended. Retractable leashes are not allowed. Leashes must be no longer than 6 ft. except when pet is on owner's property. Pets on a leash securely attached to the exterior of the home will be allowed to remain under the carport no longer than 4 hours at any time providing the owner is not off the property. This will ensure the pet will not be unattended. The leash may be longer than 6ft. but not so long as to allow the pet off the owner's lot.

- Barking dogs or pets that become a nuisance will not be tolerated. All animal litter shall be cleaned up by pet owner immediately. Cat litter must be double bagged in plastic trash bag prior to disposal in the garbage. Noisy or dangerous pets are not permitted. Pet owners must provide management a copy of the pet's current shot record and weight and sign a pet agreement for pet (pets) to be kept on file in the park office.

22A. A resident housing a guest with accompanying pet must be certain the above rules are followed relative to the guest's pet.

23. Please prevent the intrusion of rodents and other animals by placing bird feed in elevated feeders. The placing of any food or seed at ground level is strictly prohibited.

24. Please do not feed or otherwise encourage wild or domestic animals to come into the Park.

Note: feeding birds or animals is strictly prohibited in the RV area and in the common grounds .

RECREATIONAL FACILITIES

25. All buildings, equipment and facilities are used at the residents and guests own risk. The park is not responsible for personal property. Recreational facilities hours are as posted.

26. Anyone using the park facilities shall leave them in a neat, clean and orderly condition when they are finished. There may be a cleanup charge for private affairs. Visiting children must be accompanied by a responsible adult resident.

27. No alcohol will be allowed in the park except on private residence and property. Alcohol or Smoking is not permitted in or on common property of the park: i.e. clubhouse, laundry facilities, and shuffleboard area.

SCHEDULING

28. Use of the recreation hall and other recreational facilities shall be scheduled by the park manager. Homeowners have a right to use these facilities at reasonable times and by scheduling ahead of time. The park manager shall have final say on use of facilities in case of dispute.

29. T.V.- Homeowners must have their own antennas and such antennas are subject to the park manager prior approval. Dish antennas are to be small.

LAUNDRY

30. Laundry equipment and facilities are used at your own risk. Hours of operation and rules are posted.

31. Drying lines, if any, are for the convenience of residents, and laundry is not to be left hanging overnight on any lines.

GARBAGE AND TRASH

32. Trash such as glass, paper, cardboard, aluminum or metal cans can be recycled by residents in approved areas of the city.

33. Garbage for twice weekly pick-up Monday and Thursday must be placed in plastic trash bags, not individual grocery bags, it should be placed at the curb no later than 10am and tied tightly . (Excluding holidays). Do not put trash out overnight. Don't over fill your bags, making them too heavy to pick up. Yard debris must be put out on scheduled trash days only, or you can take it up to the dumpster yourself.

33A. Dumpsters are provided and are to be used as labeled, one for disposal of yard refuge and one for household trash. Do not place large, bulky items in or in front of dumpsters. Check with management for proper placement/disposal. Break down your boxes.

VEHICLES AND TRAFFIC

34. The speed limit within the park is 15 miles per hour. This is for everyone's safety. Advise your guests of the speed limit. Only you can prevent speed bumps, slow down.

35. Any vehicle that is unlicensed, inoperative or no longer used must be removed from the park.

Maintenance Fee

36. Maintenance fees are due on the first day of each month. A late payment charge will be assessed for maintenance fees not paid by the 7th day of the month.

37. Maintenance fees are based on two persons per mobile home. There is an extra monthly charge for each additional person.

38. All maintenance's fees are due in U.S. currency. No cash accepted. Will accept checks, money orders, bill pay, for maintenance fees. If a check to pay maintenance fees, will not process thru resident's bank and the bank would charge Desoto Mobile home park a fee, resident agrees to refund Desoto mobile home park that fee amount, within 10 days of notification from the Park Manager

39. If a mobile home is substantially destroyed by fire or storm, the homeowner shall promptly remove all debris from the lot and take all other action required to render the lot fully tenantable for another mobile home. If the homeowner fails to do this within 30 days after demand by park manager, the park shall have the right to remove such debris and take action to make the lot tenantable without liability to the homeowner and charge the homeowner the reasonable cost thereof. Damage to or destruction of mobile home shall not cause maintenance fee to abate until property is cleaned up and returned to park management.

GUESTS, RELATIVES AND CHILDREN

40.Each guest is permitted to stay up to 15 consecutive days or 30 days per year, July 1- June 30. Please notify the park manager whenever guests will be staying with you for more than two days.

41. Relatives and children will be permitted to occupy resident's home for up to 21 days during a resident's absence with prior written approval of the park manager.

42. Roomers or boarders are not considered guests and are not permitted.

43. Only registered guests , and residents are permitted to use the recreational facilities. Residents are responsible for the safety and conduct of their guests. Visiting children must be accompanied by an adult resident or parent when using the recreational facilities of the park.

DEPARTURE VACANT PREMISES

44. When leaving the park for more than one week, a resident should notify the park office with certain information including how to contact the resident in event of an emergency and the name of the person who will be responsible for maintaining the lot in the resident's absence. When leaving permanently, please leave a forwarding address for any mail or telephone calls that may be received.

SALE OF HOMES

45. Management must be notified of any intent to sell a home and given 30 days notice in writing of any intent to move. Otherwise, the following month's maintenance fee will be due and payable. A home buyer is responsible for back maintenance fee or fees unpaid by the seller , so check with the manager.

46. Residents are permitted to have one "For Sale" sign in or on the home not larger than 9"X12", and one 3X5 card on the park bulletin board. Yard signs are not permitted.

46A. Commercial signs are not allowed in the park. Personal signs are allowed. They must be kept neat and not trashy. We have a very attractive park, and we want to keep it that way.

47. Residents selling their mobile homes cannot guarantee prospective buyers a homesite in the Park . Residents who intend to sell their home must direct any prospective buyer to the Park Office. If the seller chooses to use a licensed realtor to sell, the realtor or seller is responsible to first submit listing agreement and any paperwork pertaining to the listed home to DeSoto park manager for approval,

before realtor can advertise or market subject home. All prospective residents must participate in an interview process, and must pass a background , criminal check , and be approved by Board of Directors designees with input from Manager and agree to all "Rules and Regulations" of the Park before they may occupy a home in the Park. . Approval of a new buyer for a resident's home will not be unreasonably withheld.

MOBILE HOME REMOVAL/ RELOCATION

48. If a home is being removed or relocated the lot is to be left neat and clean and free of any debris, trash, rubbish, discarded articles or unused items. Any damage done to the lot or the park when a home is being removed or relocated is the responsibility of the resident that is moving out. Anyone moving a home out of the park must let the office know what day the move will be taking place, at least two days prior to the move.

49. All singlewide homes are to be not less than 12' wide and all doublewide homes are to be 10' wide per side or larger unless lot size is prohibitive.

50. Planters and skirting must be installed when the home is set up on the lot.

51. Concrete patios and driveways must be installed within 30 days of set up of the home.

52 Awnings , patio covers, carports, and utility sheds must be installed within 60 days of setup of the home, and approved by park management.

53. All air conditioners are to be central, or ductless air conditioning, not window or wall units.

MISCELLANEOUS

54. Residents should notify the park manager of violations of park rules in order that they may be properly enforced. Complaints must be signed and in writing. Management cannot enforce rules or regulations when violations cannot be substantiated. Management may ask the residents to assist in policing or enforcing certain rules.

54A. Rules violation process is as follows:

1. First offense is verbal and documented in the owner's file.

2. Second offense is written, verbal and documented in the owner's file.

3. Third offense is written, reprimanded and documented in owner's file, and referred to DPHA Board.

4. Fourth offense, additional action will be taken.

54B. Legitimate complaints should always be reported to the park manager, but habitual complainers or agitators do not make a good neighbor and will not be tolerated.

55. Residents must maintain reasonable order and must not subject others to loud noises, obnoxious odors or abusive language. Please take special care to reduce noise and turn down TVs after 10 p.m.

56. No private yard sales, peddling, soliciting , or operating any commercial enterprise is allowed in the park without prior consent of the management, provided, however, that such prohibition shall not be interpreted or applied to infringe upon those rights set forth in Section 723.054 (3) of the Florida Mobile Home Act.

57. Office hours are as posted on the office and may vary. Residents must notify the office when leaving their home for more than a one-week period. The park manager is not a delivery or messenger service. The manager should be asked to relay messages only in the event of an emergency when there are no other means available.

58. Park Manager is available over the weekends in emergencies only. Please try to report problems only during weekdays.

59. We ask the help of all the residents in policing and protecting the park. No matter what time of day or night, please report any suspicious behavior to the Sheriff's dept. @ 863-402-7200 immediately upon noticing it. If you see anyone who is acting suspiciously causing a disturbance , or the way they are driving through the park, try to get their license number and a description of the vehicle, and the time of day, and call the sheriff. If we all work together, we may be able to prevent some problems from occurring. Notify the park manager during regular office hours if you have reported anything to the sheriff's dept.

EVICTION

60. D.P.H.A., Inc., or park manager, may evict a homeowner for any reason permitted in the Florida Mobile Home Act. In each case the D.P.H.A. Inc., or park manager shall give the resident written notice which shall set forth the date of the termination and the grounds for such action, as provided for in the Florida Mobile Home Act.

61. In case of a change in the use of land comprising the park or a portion thereof, residents may be evicted only upon one-year notice.

RESPONSIBILITY AND LIABILITY

62. Recreation facilities are provided for use of residents and rules regarding each facility, i.e., laundry, recreation hall, shuffleboard, etc. are posted for your own safety and convenience in that respective area.

63. The D.P.H.A., Inc., and park manager shall not be liable for accident or injury to person or property through the resident's or guest's use of recreational facilities. Residents and guests avail themselves of these facilities at their own risk. Residents are responsible for damages caused by their family and guests.

64. Residents are responsible for complying with all applicable laws, ordinances and regulations of the city, county and state. In case of fire to the resident's property, the resident is responsible and liable for any cost of repairs and clean-up of lot and premises.

65. Neighborhood disputes are not the concern of the D.P.H.A., Inc. or park manager unless the community is involved. Personality conflicts are not under the purview of the D.P.H.A., Inc., and manager. Please respect your neighbor.

66. All persons who enter or live in the park do so at their own risk. The D.P.H.A., Inc., and manager of the park are absolved from all liability or responsibility pertaining to loss by accident, property damage, fire, theft or any other cause whatsoever.

67. In case of war, hurricane, natural disaster, civil turmoil, severe economic upheaval or any other major problems that in their judgment severely affects the ability of the D.P.H.A., Inc., to continue to deliver services, then DPHA, Inc shall have the right to temporarily suspend or to discontinue certain services without being liable, therefore. Residents would be expected to continue to pay regular maintenance fees or remove their homes from the park. Certain utilities and amenities are owned by the D.P.H.A., Inc., and there is no guarantee they will work all the time or without interruption. Residents should expect some occasional inconvenience until repairs are made or the problem is resolved.

TERMINATION AND ABANDONMENT

68. In case of abandonment or if a mobile home is substantially destroyed by fire or storm, and if the home owner shall fail to make timely payment of the two maintenance fee due , following the abandonment, fire or storm, and if the home owner is not in possession, the home owner shall be deemed conclusively to have surrendered and abandoned the property situated on the lot, and the D.P.H.A., Inc., shall be entitled to retake possession without liability to the home owner.

69. Removal of abandoned homes- in case of R.V.'s or homes that have been abandoned, and the homeowner or his successors dies, disappears or does not respond to registered mail, and the maintenance fee is in arrears, the D.P.H.A., Inc., at their discretion may with reasonable care remove the home to storage and re-rent the lot without liability to the homeowner or his successors.

EXCEPTIONS

70. These rules are for the convenience and benefit of all residents. Minor exceptions may be granted in situations when management feels accommodating the individual homeowner will not substantially interfere with the welfare of the park.

Example:

Parking on the grass in designated areas when no other parking is available.

71. A special exception may be made to alleviate hardship, avoid unreasonable cost or losses in exceptional cases, or to promote the welfare of the park. The resident requesting the exception must do so in writing. Such an exception may be made by management, with majority vote of DPHA, Inc, Board of Directors.

Example:

~~1.~~ Exceptions for
2. Recreational vehicles are in the park and the Florida Mobile Home Act does not necessarily apply. Installation, fees and certain exceptions to rules will apply.
3. Off Season R.V.'s- some rules may be waived or liberalized off season, May through December, when less people are in the park and in the opinion of the management that comfort, or tranquility of the remaining residents will not be compromised.
4. Special exceptions will be made or withdrawn with the intent of improving the living conditions in the park by meeting individual circumstances, without creating conditions that are detrimental to the park as a whole.

1. Special Exceptions will:

a) Be requested in writing
b) Be granted in writing
c) Be conditional with a limitation on rights
d) Specify length of time of applicability
e) Be signed by homeowner, Manager and a minimum of four (4) members of DPHA, Inc. Board of Directors and kept on file in Park Office.

SUMMARY

72. If any provision of these rules, or the application thereof, to any person or circumstances is held invalid or in violation or the Florida Mobile Home Act, it is the intent that the invalidity shall not affect other provisions or application of the rules which can be given effect without the invalid provisions or application, and to this end the rules are declared severable.

73. Please remember, these rules and regulations are for the benefit of all the residents of the park and assure all residents that we will continually maintain our high standards. Any violation of these rules and regulations by the resident will be considered a breach of the terms of tenancy. We thank you for your cooperation.

The undersigned resident/ residents (2people) agrees / agree to comply with the above Rules and Regulations and agrees/ agree that any violations shall constitute grounds for eviction from the park. The undersigned resident/residents are considered primary owners of the mobile and share, if applicable. All other names on title and / or share are deemed guests and must comply with rules that govern them.

SIGNATURES: **DATE:**

Resident/Residents _____ _____

_____ _____

Management _____ _____

DPHA Inc.
Board Members

_____ _____

_____ _____