

# Arizona Mobile Home Park

Park Address: 415 Arizona Ave. Lakeland, FL. 33801

Mailing Address: 801 West Bay Dr Suite #318, Largo, FL 33770

Owner: Harold J. Myers 813-967-6316

Manager: Paula Aguilar 863-978-2591

## RULES AND REGULATIONS

Welcome to **ARIZONA MOBILE HOME PARK**. (The "Park"). The management has taken all reasonable means to insure that your residency here will be safe, pleasant and enjoyable. This property is privately owned, and the landlord is obligated by law to abide by all federal, state and local laws, or to certain regulations of administrative bodies of the government. Many of the following rules and regulations are required by law, and other rules and regulations are for your safety, health, welfare and comfort, as well as for the protection of the property rights of the landlord and to maintain the appearance and reputation of our Park. Consideration and courtesy to others together with your cooperation in maintaining your mobile home and lot will help sustain the high standards of the Park.

### EXHIBIT A (1)

1. **ADMISSION AND OCCUPANCY:** Before taking occupancy, all tenants must register themselves, pets and vehicles, and review the rules and regulations with management. The Park reserves the right to refuse admittance into the park to any person or persons, in accordance with state law.
2. **FALSE STATEMENTS:** If a tenant is found to have given false statement(s) or falsified any information given in order to gain admittance into the Park as a resident, (such as, but not limited to, information regarding prior criminal conviction(s) , eviction proceedings, etc.) this will result in the immediate cancellation of tenant's lease and immediate eviction from the Park.
3. **VISITORS AND GUESTS:** All visitors and guests of Park residents are required to register with management and are welcome at no charge, but are limited to a total of fifteen (15) consecutive or thirty (30) total days per year in residence within the park. Guests who stay beyond that time shall be considered resident with a charge of \$100.00 per month. Additionally the guests vehicle must be registered with management and a \$35 fee paid for the vehicle if the LOT exceeds two vehicles and a RESIDENCY APPLICATION, CRITERIA and TENANT Background FORM must be completed..
4. **RENTS:** Rents are payable in advance, due on the first of the month. All rents must be paid within the first five days of each month and any rent received after the 5<sup>th</sup> of the month will be charged a **\$100.00 LATE FEE**. Non-payment of rent will be cause for eviction. All rents are to be paid through our Rent Manager online system OR at any Amscot and/or Wal\*Mart. It is your responsibility to pay your rent on time. No rent can be accepted over three months in advance as

per Section 83.49, Florida Statutes. All space rents are based on occupancy by a MAXIMUM of TWO PERSONS per bedroom in mobile home.

#### EXHIBIT A (2)

5. **CONDUCT:** It is important that we respect our neighbor's property, privacy, and general welfare. Radio's, televisions, stereos, musical instruments, etc. are to be used in a manner not disturbing to your neighbors no matter the time, day or night. Alcoholic beverages are not to be consumed in any outside public areas of the Park. Disorderly conduct, intoxication, profane language, or any other loud noises will NOT be tolerated at any time. Personality conflicts are not under the purview of the park owner or managers.
6. **COMMERCIAL ENTERPRISE:** No commercial enterprise or business is allowed anywhere the community by the residents, tenants and guests. This includes scrap metal business, scrapping metal and other items for money, daycare, laundry service, auto repair, yard sale business and any other business.

#### 7. PETS:

- A. Tenant may not bring or keep pets in the Park without the prior written consent of the community manager. A \$250.00 non refundable pet deposit is required for each pet. **Current rabies/license certificate must be kept on file in the manager's office.**
- B. A maximum of ONE DOG and ONE INSIDE CAT, weighing less than 35 pounds at maturity, and a true household pet, is permitted in the Park. Certain breeds of dogs (including, but not limited to, Doberman Pinschers, German Shepherds, Rottweilers, Chows, and Pitbull's, or any mix, thereof) are NOT permitted due to their size and/or aggressive natures. As such, written approval from management must be obtained as to any dog which is to reside in the Park, and such approval must be obtained PRIOR to the time the dog is actually brought into Park.

#### (1) DOGS

- (a) Except those breeds listed above, and mixes thereof, dogs weighing 35 pounds or less at maturity for which immunization and licensing in compliance with the County Animal Control Ordinance (or other comparable municipal ordinance accepted by County Animal Control) are current and are maintained current, may, in the sole discretion of management be approved by management for residence in the Park provided that their behavior does not in any way become a nuisance to neighboring residents. Evidence of such immunization and licensing must be on file with management before a dog may be brought into the Park.  
Applicants for residence in the Park and Homeowners in the

Park who wish to acquire a dog must provide evidence of such immunization and licensing to management before bringing the dog into the Park.

- (b) Dog owners applying for residence in the Park are required to demonstrate full control of their dog and its acceptable behavior. Evidence of formal obedience training by organizations operating to American Kennel Club standards, or equivalent, while not required, will be favorably considered. Any pet, which in the sole judgment of management threatens the health, safety or right to peaceful enjoyment of the Park by other residents, must be removed from the Park.
- (c) Dogs must be kept inside the mobile home except when taken outdoors ON A LEASH for reasonable outdoor exercise periods. For this purpose, dogs may be walked on the dog owner's lot or on the common areas or entrances to the Park. When outside the confines of the home, ALL DROPPINGS must be immediately removed by the resident. In NO EVENT may a dog be permitted to trespass on another resident's property.

#### EXHIBIT A (3)

- (d) Dogs shall not, under any circumstances, at any time, be caged, fenced, tied or otherwise left restrained but unattended outside the mobile home of the dog's owner.
- (e) Sustained barking by any dog for three (3) minutes or more at any time of the day or night constitutes unacceptable dog behavior.
- (f) Management will monitor dog owners' compliance with all of the foregoing guidelines and will investigate any and all written complaints concerning dogs from any neighboring resident. When dog owners are determined by management to be out of compliance, the dog owner will immediately be given written notice of such non-compliance, in accordance with Chapter 723 and or Chapter 83, Florida Statutes, which may lead to eviction for non-compliance under these statutes.

## (2) CATS

- (a) Domestic cats, for which immunization and licensing in compliance with County Animal Control Ordinance (or other municipal ordinance accepted by County Animal Control) is current and is maintained current are permitted. Applicants for residence in the Park and residents in the Park who wish to acquire a cat must provide evidence of such immunization and

licensing to management.

- (b) Cats must be kept inside the mobile home except when taken outdoors ON A LEASH for reasonable outdoor exercise periods. Cats MAY NOT be allowed to run loose outdoors.
- (c) Cats shall not, under any circumstances, at any time, be caged, fenced, tied or otherwise left restrained but unattended outside the mobile home of the cat's owner.
- (d) One (1) cat shall be permitted in any mobile home.
- (e) Management will monitor cat owners' compliance with all of the foregoing guidelines and will investigate any and all written complaints concerning cats from any neighboring resident. When cat owners are determined by management to be out of compliance, the cat owner will immediately be given written notice of such non-compliance, in accordance with Chapter 723 and or Chapter 83 Florida Statutes, which may lead to eviction for non-compliance under these statutes.
- (f) Sustained howling, which is audible outside the mobile home by any cat for three (3) minutes or more at any time of the day or night constitutes unacceptable cat behavior.

#### EXHIBIT A (4)

### (3) BIRDS

- (a) Pet birds whose singing or other noises are not audible outside the owner's mobile home will be permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.
- (b) Management will monitor bird owners' compliance with the foregoing rule and will investigate any and all complaints concerning birds from any neighboring resident, and when bird owners are determined by management to be out of compliance, the bird owner will immediately be given written notice of such non-compliance, in accordance with Chapter 723 and or Chapter 83 Florida Statutes, which can lead to eviction for non-compliance.

**(4) OTHER**

No other agricultural, wild animals, nor exotic creatures, such as iguanas, snakes, ferrets, etc. are permitted in the Park.

8. **POSTED RULES AND REGULATIONS:** All rules and regulations relating to the use of particular facilities are posted at such facilities and are posted online at Rent2ownMH.com are hereby incorporated herein by this reference as though set forth in full.

9. **INSURANCE:** Insurance coverage for each tenant's mobile home, contents, liability, etc. is the absolute responsibility of each tenant to maintain. The Park owner's employees and/or management is not responsible for any liability pertaining to: injuries, loss by fire, theft, accidents, and act of God, or any other cause whatsoever to either the property or persons of any resident or guest. The resident agrees to and shall save, hold and keep harmless and indemnify the Park owner from and for any and all payments, claims, and liabilities for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any act or omissions by the resident's guests, licensees, invitees, or for any cause or reason whatsoever arising out of or by reason of the occupancy by the resident. The Park owner is not responsible or liable for any personal injury to adults or children or guests using the equipment or the recreational facilities in the Park or that is caused by negligence of its residents or others.

10. **LOT ACCESS:** The management or its agent reserves the right of access onto all lots at all reasonable times for purposes of inspection, utility maintenance, repairs, etc. or to take any action to keep premises up to standard.

11. **WEAPONS:** The use of firearms, sling shots, bow and arrows, air rifles and BB guns is strictly prohibited in the Park, with no exceptions.

12. **SOLICITING:** Except as provided in Section 723.054, Florida Statutes, no soliciting, peddling or commercial enterprises are allowed in the Park.

13. **GARBAGE:** Trash and garbage can be placed in dumpsters located at the Park at any time. Place all refuse within securely tied garbage bags and place inside the dumpsters only, not on the ground. Appliances, car parts, paint, oil and other car fluids, batteries, hazardous materials, etc. are Prohibited items and are not to be put into the dumpster. The resident has sole responsibility to dispose of these prohibited items at their expense. Illegal dumping will be reported and prosecuted.

14. **DRAINS and SEPTIC SYSTEM:** DO NOT THROW GREASE, CIGARETTE BUTTS, SANITARY NAPKINS/PRODUCTS, FRUIT or other bulky items in toilets or down sinks. The mobile home owner is responsible for maintenance of septic lines from his/her home to the clean-out connection of the sewer line. Cigarette butts and cooking grease severely hinder the proper operation of the sewer plant. The mobile home owner will be responsible for expenses to have the septic lines cleared if clogged by grease or any of the above items.

**EXHIBIT A (5)**

15. **WATER AND SEWER LINES:** The mobile home owner is responsible for the maintenance of the water and sewer lines from the water hookup and septic cleanout to the mobile home. No tenant is to have a washing machine hooked up into the Park septic system. The tenant will need to install a separate dry well for the washing machine to

drain into at the sole expense of the tenant.

16. **SUB-LETTING:** No sub-letting of spaces or renting of homes is permitted without management's prior written consent. A RESIDENCY APPLICATION CRITERIA and TENANT INFORMATION FORM must be completed to determine approval for residency.

17. **VEHICLES:** Campers, motorhomes, travel trailers, trucks, or commercial vehicles, utility trailers, cargo trailers, office trailers, storage trailers, Mobile Homes (second MH on lot used as storage, not the primary residence), Storage containers, Shipping Containers, PODS and similar storage vessels, are not to be parked or stored on mobile home lots, in the common areas, or anywhere in the Mobile Home Park. The Park has no permanent storage area for these vehicles and storage units. Management reserves the right to use a commercial towing service to remove all Vehicles/ Storage Units and items listed in this section.

18. **IMPROVEMENTS:** Antennas and all outside additions, sheds, fences or improvements to any mobile home or lot must have the written approval of the Park owner (Harold J. Myers) before said additions or improvements are made. Appropriate building permits must be obtained at mobile home owners' sole expense.

19. **SIGNS:** All "For Sale" signs must be no larger than 10" x 14" and must be placed in the front window of the mobile home. No signs may be placed on Park property. Only one "For Sale" sign will be permitted on the mobile home. The Park office must be notified if your mobile home is for sale. No "For Rent", "For Hire", or "Help Wanted" signs and no signs offering to perform any service or to sell any product shall be displayed in the Park.

20. **SPEED LIMITS:** The speed limit in the Park is 10 mph. and must be observed at all times. Pedestrians, golf carts and bicycles have the right of way.

21. **SHRUBS, LAWNS, TREES AND PLANTS:** The Park will be responsible for common area lawn service and maintenance. Tenants will be responsible cutting grass around their lot. No potted plants are allowed in yards. Lots must be kept neat and trimmed.

19: **OUTDOOR DRYING:** Only umbrella type clothes lines are permitted, if they are situated toward rear of lot and are folded up when not in use. Management reserves the right to approve or disapprove the type used and its location. No randomly strung clothes lines are permitted. No clothes are to be hung out on weekends or left overnight.

20: **RECREATION AREAS and LAUNDRY AREA:** All recreational facilities are used by the residents and guests at their own risk and the Park owners are not responsible for accidents of any kind. No children are allowed in any RECREATIONAL AREA,

22. **MOTORCYCLES, MINI BIKES, and MOPEDS:** Will not be permitted if

excessively noisy and disturbing to others. ATV's of any kind are NOT permitted in the Park.

23. **POOLS and/or PONDS:** No swimming pools or ponds of any size are allowed to be used in any exposed area of your lot, with NO EXCEPTIONS

#### EXHIBIT A (6)

24. **FIREWORKS:** No fireworks of any kind are allowed to be set off and/or used in the park at any time, with NO EXCEPTIONS.

25. **PARKING and REPAIRS:** Automobiles must be parked in driveways and not on lawns or in the street, except for daily visitors guests' cars. Repairing of motor vehicles or motorcycles in the Park is strictly prohibited except for minor repairs such as tire changing, battery replacement, etc. No unlicensed or inoperative vehicles are permitted in the Park, NO EXCEPTIONS. Two (2) licensed Vehicles (car, motorcycle) per LOT maximum, additional licensed and registered with management vehicles will be billed at \$35/mo. Each of the vehicles must be registered with management in writing. All other vehicles will be removed by management.

26. **GARAGE SALES:** No garage, porch, lawn, yard or similar sales shall be conducted in the Park without written management permission .

27. **WATER AND SEWER LINES:** The mobile home owner is responsible for the maintenance of the water and sewer lines from the water hookup and septic cleanout to the mobile home. No tenant is to have a washing machine hooked up into the Park septic system. The tenant will need to install a separate dry well for the washing machine to drain into at the sole expense of the tenant.

28. **SALES:** No mobile home may be sold if the mobile home is to remain in the Park until management has approved and determined the acceptability of the new tenant, and the new tenant has had the opportunity to study these rules and regulations. The management has a constant stream of inquiries as to mobile homes for sale in the Park and will gladly handle the sale of your mobile home for a five percent (10%) fee, if you so desire.

29. **CARPORTS:** Carport surfaces are to be kept neat and clean, oil stains are to be removed. Painting of carport surfaces will no longer be accepted.

30. **OUTSIDE STORAGE:** All tools, mowers, ladders, equipment, personal or similar items shall be stored in the home or in an approved shed. Storage of any kind is not allowed in any exposed area on your lot, NO EXCEPTIONS.

31. **MOBILE HOME MAINTENANCE:** All mobile homes must be kept clean, free from mold and mildew, etc. Mobile homes must be cleaned when needed or painted if

management deems it necessary. All mobile homes must have complete skirting installed neatly, skirting material can be either commercial vinyl mobile home skirting or pressure treated lattice material installed level and plumb.

32. **STANDARDS:** All mobile homes must be properly maintained and be in accordance with the standards set forth in these Rules and Regulations and the lease agreement. If a home is found to be in need of repair or not conforming to the Rules and Regulations, it will be imperative for the home and the lot to be brought up to standard or the home will be evicted pursuant to Florida Statutes Chapter 83 and OR Chapter 723. Management will determine if homes are up to standard and acceptable to remain in the Park.

#### EXHIBIT A (7)

The rules and regulations may be changed and or amended from time to time by the Park owner in accordance with the laws of the State of Florida.

The rules and regulations are for the protection and well being of the tenants as well as the Park owner and noncompliance or violation of the rules and regulations may, subject to Section 723.061, Florida Statutes and or Chapter 83 may , be cause for eviction.

Any recommendations regarding the rules and regulations should be put in writing, dated and signed and presented to the management. All recommendations will be considered. We will be glad to do everything possible to correct any unfair situations that may arise from time to time.

Let's work together to continue to make our Park one to be proud of.

#### EXHIBIT A (8)

#### RULE AMENDMENTS