

SUPPORTS STRATEGIC PLAN: Goal Six: Preserve the Venice Quality of Life through Proper Planning

COUNCIL ACTION REQUESTED: For Council Adoption by Motion

Yes N/A

☒	☐	Document(s) Reviewed for ADA compliance (required if for agenda posting)	<i>Penny Lee</i>
☒	☐	City Attorney Reviewed/Approval	<i>Kelly Fernandez</i>
☒	☐	Risk Management Review	<i>Ala Luna</i>
☐	☒	Finance Department Review/Approval	
		Funds Availability (account number):	

Meta-Data Entry:

Vendor Name: Venice Municipal Mobile Home Park

Document Date: 8/26/2025

Expiration Date: N/A *(Note: If expiration date must be calculated go to [Date Calculator: Add to or Subtract From a Date](#))*

Contract Type: Choose a type from List.

Contract Term: N/A *(Note: Initial term plus renewable # of times for length of term, for example "3 Years + 2 x 1 Year")*

Is this a Capital Improvement Contract? No

Insurance Expiration 1 Click or tap to enter a date mm/dd/yyyy.

Insurance Expiration 2 Click or tap to enter a date mm/dd/yyyy.

Is Contract Renewable? No

Contract Status Active

One-time E-mail Notification: 30 days

Notify Department 1: Airport

Notify Department 2: City Manager

Notify Department 3: Choose a department to be notified.

(*For Record Retention Staff Completion Only*):

Note: Complete the information below just prior to scanning. Then attach this document as the last page of the contract to be scanned.

Scanned by: _____

Date scanned: _____

Original returned to: _____

Date returned: _____

RESOLUTION NO. 2025-31

A RESOLUTION OF THE CITY OF VENICE, FLORIDA, APPROVING A REVISED PROSPECTUS FOR THE VENICE MUNICIPAL MOBILE HOME PARK; APPROVING REVISED RULES AND REGULATIONS FOR THE VENICE MUNICIPAL MOBILE HOME PARK; AUTHORIZING APPROPRIATE CITY STAFF TO FILE THE REVISED PROSPECTUS FOR THE VENICE MUNICIPAL MOBILE HOME PARK WITH THE STATE OF FLORIDA; SUPERSEDING RESOLUTION NO. 2025-21 AND ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Venice, Florida (City), owns and operates the Venice Municipal Mobile Home Park; and

WHEREAS, on August 26, 2025, the City Council adopted Resolution No. 2025-21 approving a new Prospectus and rules and regulations for the Venice Municipal Mobile Home Park; and

WHEREAS, community outreach events were conducted during the required 90-day waiting period to engage residents and obtain input on the new rules and regulations; and

WHEREAS, based on the input received, the City has determined that further revisions are necessary to the rules and regulations governing the operation of the Venice Municipal Mobile Home Park, as well as the Prospectus, which incorporates the rules and regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, as follows:

SECTION 1. The above Whereas clauses above are ratified and confirmed as true and correct.

SECTION 2. The revised Prospectus for the Venice Municipal Mobile Home Park, attached hereto as Exhibit "A," is hereby approved and adopted.

SECTION 3. The revised Venice Municipal Mobile Home Park Rules and Regulations, incorporated within the Prospectus, are hereby specifically approved and adopted.

SECTION 4. Upon approval and adoption of this resolution, City staff is hereby directed to file the revised Prospectus with the State of Florida in accordance with applicable Florida law.

SECTION 5. This Resolution supersedes Resolution No. 2025-21 in its entirety.

SECTION 6. If for any reason a provision of this resolution or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the resolution, which can be given effect without the invalid provision, or application, and to this end the provisions of the resolution are severable.

SECTION 7. This resolution shall take effect immediately upon its approval and adoption as required by law.

APPROVED AND ADOPTED AT A REGULAR MEETING OF THE VENICE CITY COUNCIL HELD ON THE 18TH OF NOVEMBER, 2025.

Nick Pachota, Mayor

ATTEST

Kelly Michaels, MMC, City Clerk

I, Kelly Michaels, MMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of a Resolution duly adopted by Venice City Council at a meeting thereof duly convened and held on the 18th day of November 2025, a quorum being present.

WITNESS my hand and official seal of said City this 18th day of November 2025.

Kelly Michaels, MMC, City Clerk

(SEAL)

Approved as to form:

Kelly Fernandez, City Attorney

Exhibit “A”

**Final Prospectus/ Rules and
Regulations**

VENICE MUNICIPAL MOBILE HOME PARK RULES AND REGULATIONS

All reasonable means have been taken to ensure that your residency is pleasant and enjoyable. Many of the Rules and Regulations are based on the requirements of state and federal law, and the remainder are to assist in the peaceful enjoyment of all residents.

These Rules and Regulations ("Rules") are intended to maintain the appearance standards and comfort of Venice Municipal Mobile Home Park (the "Community") for you and your visitors. A copy of the Rules will be posted in the Community and must be observed by all Residents and Guests. Residents shall require all persons on the mobile home Lot with their consent to govern themselves in accordance with the Rules and in a manner that does not unreasonably disturb neighbors or constitute a breach of the peace.

1. DEFINITIONS

1.1 Community: means the property known as the Venice Municipal Mobile Home Park, which is operated as a mobile home park as defined in Section 723.003(12), Florida Statutes.

1.2 Community Management: means Operator of a mobile home park as defined in Section 723.003(16), Florida Statutes and includes Community Owner's manager, assistant manager (or other employee or agent) of the Community as identified from time to time.

1.3 Community Owner: means the owner or operator of the mobile home park as defined in Section 723.003(13), Florida Statutes.

1.4 Guest: means a person who is not entitled to reside on the lot and who has visited the Community for a period of time no longer than 15 consecutive days or 30 total days per year.

1.5 Home: means a mobile home as defined in section 723.003(8), Florida Statutes.

1.6 Home Owner: means a person who owns a Home and rents or leases a Lot within the Community for residential use as defined in Section 723.003(11), Florida Statutes.

1.7 Lot or Site: means a mobile home lot as defined in Section 723.003(9), Florida Statutes.

1.8 Rental Agreement: means any mutual written understanding or lease between a Home Owner and the Community Owner in which the Home Owner is entitled to place their Home on a Lot for either direct or indirect remuneration of the Community Owner as defined in Section 723.003(10), Florida Statutes.

1.9 Resident: means a person entitled under authority of a Rental Agreement to the use and occupancy of a Lot within the Community to the exclusion of others. The term includes Tenants and Home Owners.

1.10 Tenant: means a person residing in a Home on a Lot within the Community under authority of the Home Owner's Rental Agreement with Community Owner, and such person does not own the home occupying the lot. The term applies only to persons who have been approved for residency by Community Management pursuant to the Rules.

1.11 Unauthorized Occupant: means a person who is not entitled to reside on the Lot and/or who has visited the Community for a period of time longer than 15 consecutive days or 30 total days per year.

2. RESIDENCY

2.1 Any person applying for admittance as a Resident of the Community must fill out an application for residency and be interviewed by Community Management. Prospective Residents must be approved by Community Management and must sign a Rental Agreement prior to beginning occupancy of a Home currently in the Community or prior to moving a Home into the Community. Prospective Residents must demonstrate that they accept and comply with these Rules, and further pass a criminal background check that will be performed by the Community for a fee per person as directed by Community Management, and also provide proof of a current FICO credit score that complies with Community Management's minimum requirements for same. Community Management has the right to reject a prospective Resident for any reason not prohibited by law; however, approval may not be unreasonably withheld. Community Management will not approve a prospective Resident who provides false or misleading statements, whether orally or in writing, within the rental application or in any statement or document offered in support of a request for residency approval. The purchase of a Home Owner's Home by those who have not executed the Rental Agreement or obtained written consent from Community Management shall not constitute permission or right for the purchaser(s) to reside within the Community. An application for residency, and background check must be completed and approved, a copy of the Rules delivered, and a Rental Agreement signed, prior to: (i) residing in a Home within the Community; or (ii) arrival of the Resident's Home in the Community.

2.2 Community Management reserves the right to: (i) refuse residency to anyone who purchases or otherwise receives title to a Home unless approved pursuant to paragraph 2.1; (ii) refuse to accept further lot rental amount payments and terminate the Rental Agreement of anyone who, after proper notice pursuant to section 723.061, Florida Statutes, fails to comply with these Rules (see rule re: Enforcement and Eviction, for further information); and (iii) refuse residency to any applicant for any reason not prohibited by law.

2.3 The principal Resident of each Home in the Community must be its legal owner. Except as expressly provided by applicable State law, no one other than those executing the Rental Agreement shall be allowed to reside upon the Lot set forth in the Rental Agreement without prior written consent from Community Management. Each additional occupant of the Home must be approved for residency by Community Management. The name of each resident must be listed in the Rental Agreement prior to residing in the Home. Any increase in the number or exchange or substitution of persons in a Home must have Community Management's prior written approval. Without prior written consent of Community Management, the Home may not be occupied by more than two (2) persons per bedroom or the allowable number of persons based upon the design criteria of the Home. Non-compliance in qualifying additional occupants will subject the Resident to eviction (see rule re: Enforcement and Eviction, for further information).

2.4 Heirs and/or beneficiaries of a deceased Home Owner are not considered to be "purchasers" for the purpose of assuming the remainder of the deceased Home Owner's tenancy. All heirs and/or beneficiaries and/or purchasers must be approved by Community Management prior to initiating occupancy of the Home.

3. PROCEDURES FOR REVIEW OF REQUEST FOR OCCUPANCY.

3.1 Prospective residents of the Community must be approved by Community Management. Approval is based upon: (1) completion of a questionnaire provided for this purpose; (2) credit, background and reference check and criminal history check; and (3) an interview of all persons planning to occupy the Home. Such written approval will not be unreasonably withheld; however, Community Management does reserve the right to refuse admission to the Community by any person(s) not deemed to have satisfactorily met the factors to be considered for residency in the Community, as set forth herein, as determined Community Management in its sole discretion. Any misrepresentation, whether written or oral, made by the prospective Resident (Home Owner) in information provided on the registration card or credit application; or statements as to number, age, or identity of persons residing in the home; or about pets, personal background, or past landlords, is deemed material and fraudulent and made to induce Community Owner to admit the prospective Resident (Home Owner). Any such misrepresentation shall be deemed a conclusive breach of the Rental Agreement and shall void the approval of the request for occupancy.

3.2 The prospective Resident must provide evidence of gainful employment and provide the name, address and telephone number of the employer and the name of the supervisor, if applicable, so that employment information and salary can be verified, and must provide consent to the employer to divulge the information to Community Management. Prospective Tenants living on investment or pension income, social security, A.F.D.C. or other governmental aid must provide proof of amount of income and durability of income, along with necessary consents to verify the information.

3.3 Factors to be considered in review of an application for residency:

3.3.1 Credit rating by individuals or businesses having credit experience with Tenant or by credit bureau report with a minimum of 650 credit score.

3.3.2 Reports from previous landlords and current landlord.

3.3.3 Report of employer as to veracity, trustworthiness and character.

3.3.4 Resident must provide copy of Title, Bill of Sale, Contract or other written evidence showing ownership of the Home to be located in the Community, and the name, address, account number and telephone number of any lien holder.

3.3.5 Criminal background checks, including registered sex offender lists.

3.4 Grounds for denial of residency in the Community : Denial may result because of the existence of any of the following items, but is not limited to such items:

3.4.1 Falsification of information on application.

3.4.2 Refusal to provide requested information.

3.4.3 Conviction of a felony which can be considered a basis for denial of residency under the Fair Housing Act.

3.4.4 Unfavorable credit information.

3.4.5 Unfavorable report of present or previous landlord.

3.4.6 Unfavorable report of employer.

3.4.7 Lack of showing of ability to meet financial obligations to the Community.

3.4.8 Home to be located in Community not in compliance with the Community's requirements as set forth herein or in the Community's prospectus.

3.4.9 Home to be located in Community over 5 years old. This criterion may be waived by Community Management upon inspection and approval of the Home.

3.4.10 Exhibiting attitude to Community Management that the Rules will not be respected and followed by applicant.

3.4.11 Refusal to sign Rental Agreement.

3.4.12 Refusal to pay a financial obligation disclosed pursuant to section 723.035(2), Florida Statutes, and uniformly charged by the Community to incoming Tenants.

3.4.13 Refusal to read and accept the Rules.

3.4.14 Failure to qualify as a single family or having too many persons or a pet that does not qualify.

3.4.15 Failing to provide proof of ownership of the Home or of any vehicle owned or used by the prospective Resident and to be kept or used in the Community, and the information regarding any lien holder.

3.4.16 Age of prospective Resident(s)

3.5 Approval of the make, model type and width of all new Homes brought into the Community, in order to be sure that the Home is aesthetically consistent with the Community shall be solely in Community Management's discretion. No used Homes shall be brought into the Community or moved from one location in the Community to another without the written consent of Community Management.

3.6 Final approval of assignment, subleasing or other change in occupation of Homes in the Community shall not be given until arrangements satisfactory to Community Management have been made for bringing the Home, lot and landscaping into the condition of a well-maintained Lot and Home and into compliance with the Rules.

4. 55-AND-OLDER COMMUNITY

This Community is intended and operated for occupancy by persons 55 years of age and older and, as such, adheres to the requirements of the Housing for Older Persons Act of 1995. Consequently, at least 80 percent of the occupied units must be occupied by at least one person who is 55 years of age or older as of the date of occupancy.

At the time of application for initial occupancy, or upon demand of Community Management, a prospective Resident or any existing Resident shall be required to produce for inspection and copying, one of the following age verification documents: driver's license; birth certificate; passport; immigration card; military identification; other valid local, state, national or international documents containing a birth date of comparable reliability or a certification in a lease, rental agreement, application, affidavit or other document signed by any person of sufficient legal age to sign a contract asserting the age of the occupants of said Home. The minimum age for all residents is 40. Notwithstanding the above, the Community Management reserves the right, in its sole discretion, to grant exceptions to the minimum age requirements of this Rule, while still maintaining compliance with the Housing for Older Persons Act of 1995.

Community Management reserves the right to refuse admission to the Community by any person(s) not deemed suitable to Community Management in accordance with the procedures for review of request for occupancy specified in Rule 3 above. Any misrepresentation, whether written or oral, made by the prospective Resident (Home Owner) in information provided on the registration card or credit application; or statements as to number, age, or identity of persons residing in the Home; or about pets, personal background, or past landlords, is deemed material and fraudulent and made to induce the Community Owner to admit the prospective Resident (home owner). Any such misrepresentation shall be deemed a conclusive breach of the Rental Agreement and shall void the approval of the request for occupancy.

On January 1st of each even numbered year, all existing Residents shall be required to provide the names and ages of all current occupants of the unit, in writing, to Community Management. Failure to provide the written occupant documentation shall constitute a violation of these Rules and Regulations and the Home Owner may be subject to eviction pursuant to Section 723.061, Florida Statutes.

5. PAYMENTS, FEES, AND CHARGES

5.1 Payments: Lot rental amount must be paid in full. Timely payment in full is required; partial payments will not be accepted. Lot rental amount payments are due on the first (1st) day of each month and must be received on or before the fifth (5th) day of the month. A Late Charge as disclosed in the Prospectus will be charged to any Resident whose lot rental amount is not received by Community Management on or before the tenth (10th) day of the month.

5.2 Resident must pay by electronic methods including Management-approved third-party companies through a Resident pay portal, automated clearing house (ACH) debits, or bank electronic funds transfer or by personal check, cashier's check, money order, certified check, or credit card. Community Management reserves the right to refuse a personal check. All payments must be payable in U.S. funds drawn on a U.S. financial institution.

5.3 For safety purposes, cash is not accepted for any reason.

5.4 NSF Payments: If any payment by Resident is returned for insufficient funds, the Resident may incur fees for same as set forth in the Prospectus. NSF payment fees and late payment fees may be incurred concurrently.

6. SALE AND/OR REMOVAL OF HOME

6.1 Home Owners have the right to sell their Homes within the Community. The purchaser must, however, meet all requirements for residency prior to occupancy or the purchaser will be required to resell the Home or remove the Home from the Community (see rules re: Residency and Eviction).

6.2 A Home Owner intending to make a bona fide sale of their Home or any interest in it to a proposed purchaser intending to remain in the Community shall give to Community Owner notice of such intention, together with the name and address of the proposed purchaser and such other information concerning the proposed purchaser as Community Owner may reasonably require. Home Owner shall provide to Community Owner a copy of the final executed sales contract. Home Owner may redact all financial information and social security numbers contained in the copy of the final executed sales contract before submission to Community Owner. Resident shall direct the proposed purchaser to Community Management for exchange of information, including the Lot rental amount which will apply at the expiration of the seller's lease term or at the time of sale. Within seven (7) days of transfer of title, change in financing of the Home, or purchase of Home Owner's Home, a true copy of the legal registration showing title registered in the name of the purchaser and the name of the lienholder, if any, shall be provided to Community Management by Home Owner. This rule does not in any way diminish or affect the obligation of every purchaser of a Home to seek and to obtain written approval by Community Management prior to the change in occupancy of the Home if the proposed purchaser intends to become a Resident of the Community.

6.3 Prior to written approval of the purchaser for residency, Community Management will inspect the entire Lot and exterior of the Home to verify that it complies with the Rules. The inspection will include, but is not limited to, exterior maintenance, skirting, carports, awnings, attached structures, sheds, shrubs, trees and lawn care. Any infraction or deficiency must be repaired/upgraded. The seller and the purchaser must provide proof of completed repairs or written assurance to Community Management that any repairs or changes to the Home will be made as necessary to bring the home into compliance with Community standards as set forth in these Rules, within a reasonable time frame as specified by Community Management in writing. Community Management has the right to deny approval of the proposed purchaser if such work is not done; however, approval may not be unreasonably withheld. The Home must meet all local code requirements, including but not limited to, electrical and plumbing.

6.4 Home Owner may display one "For Sale" sign, no larger than 12 inches by 16 inches, inside the Home window. This sign may display only the words, "For Sale" or the equivalent plus an address or telephone number of the Resident, and the name of the broker, agent, or dealer where further information may be obtained. The display of any other commercial enterprise on the sign is prohibited. Due to safety and security considerations, any Home offered for sale must be registered with Community Management before a sign is displayed. All outside realtors, brokers or service companies working in the Community must show proof of current licensure and proof of appropriate liability insurance

before starting work. Those without such proof of insurance on file with Community Management will be stopped from performing work inside the Community until such proof of insurance is presented to the Community office.

6.5 Community Owner requires that any Home not meeting the Community's established standards, as required by these Rules, or any Home which is improperly maintained, be upgraded to improve the quality and appearance of the Home. Failure to meet the Community's requirements shall be a violation of these Rules.

6.6 In the event Home Owner intends to move the Home from the Community, written notice must be given to Community Management of that intent at least thirty (30) days prior to the moving date. Such move must be made between 8:00 a.m. and 5:00 p.m. so Community Management may have an inspector present. Only transporters of mobile homes, properly licensed and authorized by governing authorities, are permitted to move homes into or out of the Community. Such transporters must provide Community Management with a security deposit of up to \$500.00 and a certificate of general liability insurance in an amount of not less than five hundred thousand dollars (\$500,000.00) to insure against personal injury and damage to property. Written permission from Community Owner is required prior to any move of a mobile home either into or out of the Community. All current charges must be paid in full prior to moving the Home from the Community.

6.7 Any Home Owner who removes a Home from the Community is responsible for any cleanup necessary, including removal of all trash, steps, broken concrete, planters, patios and footers, and any other discarded materials. Utility connections must be sealed, protected, and identified. The Site must be left in a clean and neat condition; it must be cleaned, cleared, and approved by Community Management. Home Owner is responsible for expenses incurred in restoring the Site to a clean condition. Community Management shall provide written notice to Home Owner upon satisfactory completion of home site restoration. Home Owner's obligation for payment of lot rental amount shall terminate as of the end of the lease term in effect at the time of removal of Home Owner's Home or at such time as agreed to in writing by Community Management.

6.8 Community Management requires that each Resident comply with the requirements of all governmental agencies including, but not limited to, HUD, the department of motor vehicles or transportation, the State of Florida, Sarasota County, and the City of Venice.

6.9 Community Management and Community Owner assume no responsibility in the event that a dealer, bank or other secured party should opt to remove the Home of a Resident from the Community, except for Community Management's failure to perform a duty or negligent performance of a duty as implied by law.

6.10 Destruction of Home: Should the Home be destroyed by fire, windstorm, water, an act of God, or by any other means, the Home Owner must remove the salvage from the Site within fifteen (15) days from the date of such event, or from the date of mailing of written notice from Community Management to Home Owner to remove same, whichever is earlier, unless a longer period for removal is provided by applicable ordinance or law.

7. SETUP: NEW or RESALES

7.1 The location and positioning of a non-Community owned Home being placed on a lot will be carried out under the direction of Community Management. Community Management's written approval of the style and quality, size and type of all proposed additions or other improvements to Resident's Home or Lot installed by Home Owner as a requirement of tenancy in the Community but not including any improvements such as sidewalks and utility connections which will be of use to Community residents or other occupants of the Lot after removal of the Home regardless of the size or dimensions of any other home or appurtenances thereto which may be placed will be subject to Community Owner's prior written approval and will be based on factors such as the size, location, and the proposed location of equipment, additions or other improvements in relationship to other lots in the Community.

7.2 Responsibility for compliance with applicable zoning or code provisions shall be that of Resident(s). Only new Homes (never previously occupied) and used Homes which have been approved in advance in writing by Community Management as acceptable for location within the Community will be allowed in the Community. A plot plan

showing the location of the Home, accessory buildings and any improvements existing and proposed to the Home or Lot shall be submitted to Community Owner. Written approval from Community Owner is required prior to the commencement of any work. All persons involved with the move in and set up of the Home must have adequate general liability and worker's compensation insurance. All liability associated with the move in shall be the responsibility of Home Owner.

7.3 Homes must be placed in a uniform manner, properly blocked, set and all utilities connected in accordance with the applicable local, city or county code and/or regulations and with Community Management's specifications. Active electrical service for the Home is required. Homes must be anchored immediately, as required by governmental regulations.

7.4 All of the materials utilized in connection with the erection and completion of the Home as contained within these Rules shall be of a quality, type, style, color and pattern approved in advance in writing by Community Management. Community Management shall have approval rights over the manner of installation or attachment of the Home and of any accessory structures, and all installation and construction shall be consistent and compatible with other Homes in the Community. All installations shall comply with federal, State and local laws, codes and regulations, and shall comply with all standards referenced within these Rules and the Lease Agreement.

7.5 Home Owner agrees that the following standards and requirements, and the Home Owner required improvements set forth in the Prospectus, shall be met and completed, if required by applicable ordinance, under a building permit issued by the City of Venice building department or other applicable local agency and approved by Community Management:

7.5.1 Utility hook up and connection, along with normal manufactured home setup, including tie-downs or anchors, must be provided by the Home Owner at their own expense in accordance with state and local government requirements and manufacturer's specifications. The Home Owner is responsible for proper set-up of the manufactured home and for obtaining and paying for all permits and fees of any nature associated with the initial location and setup of the manufactured home.

7.5.2 Any Home entering the Community must be skirted on all sides with decorative concrete block, aluminum, vinyl or other materials and in colors or styles approved by Community Management. Lattice skirting is prohibited. Skirting must be completed within 30 days of delivery of the Home in the Community, and must be maintained regularly to insure a uniform and attractive Community. If the present skirting is destroyed by windstorm, an act of God, or by any other means, or substantially replaced, replacement skirting must be of the approved type. All skirting must be of a color consistent with the color of the Home.

7.5.3 Entry steps and stoops approved by Community Management must be installed on any Home being placed in the Community by a Home Owner beginning a new tenancy in the Community, and on existing Homes in the Community if required by local code requirements, at all entrances to the Home. All steps (both front and back door) on such new Homes and on existing Homes where required by local code requirements, must have an adequate handrail running the entire length of the steps.

7.5.4 Home Owner must secure their street number and/or home Lot number on the front of the Home, placed consistently with surrounding Homes in accordance with applicable local code requirements.

7.5.5 Repair, replacement and maintenance of the exterior surfaces of the Home is required to correct damaged, dilapidated, peeling, fading, or discolored components of the Home.

7.5.6 Central or split-unit air conditioning must be installed on any Home being placed in the Community by a Home Owner beginning a new tenancy in the Community. No air conditioning or heating unit shall be newly installed in the front window or front wall of any Home, or any wall facing a street. Central air conditioner

compressors must be placed on a cement slab, and split-unit compressors must be placed as directed by Community Management. Existing window units must be securely and attractively braced to the Home.

7.5.7 Utility sheds (buildings) if installed must be constructed of sturdy vinyl, aluminum, painted sheet metal or other finished siding material approved by Community Management prior to installation and must be anchored on a poured concrete slab or an approved sturdy wooden platform. Sheds may not be newly erected or reinstalled on a patio slab or driveway. Sheds may be no larger than 10' x 10' or 12' x 12'. The center line of the roof of the shed cannot be higher than the Home. Wherever required, a permit must be obtained from the City of Venice building department and approved by Community Management before installation. Sheds shall be located in the back of the Home but may not be installed in a location bordered by a street. Only one shed per lot is allowed and sheds are prohibited from being equipped or tied-in with utilities such as electricity and water, unless prior written approval from Community Management is obtained as to the number of sheds and utility tie-in.

7.6 Exceptions. Community Management reserves the exclusive, unrestricted right to grant exceptions to the referenced Home Owner required improvements due to space limitations, design considerations, etc., in cases where the intent of the requirement is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other residents or when the basis for the variance is deemed sufficient in the discretion of management.

8. MAINTENANCE OF HOMES

8.1 Residents who commence occupancy in the Community must meet Community standards, as disclosed in these Rules. Community Management is in the continual process of maintaining these Community standards and reserves the right to require Residents to comply with the community standards, as set forth in these Rules, in effect at the time of the Resident's entrance into the Community. These requirements may be modified by Community Management due to space limitations, design considerations, or such other reasons as may be sufficient in the sole discretion of Community Management. Alterations or modifications to a Home made in violation of these Rules must be removed or replaced.

8.2 Homes and applicable buildings must be maintained in compliance with all municipal, county and State housing and health codes. In the event any governmental agency shall impose a fine for failure of the Home Owner to comply with the same, Home Owner shall be responsible for payment; and, in the event the Community pays the fine, Home Owner shall promptly reimburse Community Owner for the payment made on Home Owner's behalf.

8.3 Maintenance: Homes, carports, sheds, or any other items placed on a Lot by Home Owner, must be maintained in a clean and orderly manner and in good repair. Home Owner must immediately repair and promptly report to Community Management any water leaks in or from pipes or fixtures in, on or under the Home up to the point where the systems connect to the shut-off valve on the lot. This requirement includes any pipes above ground and in the Home. Any damages or costs incurred by water leaks which are caused by the Home Owner will be the sole responsibility of the Home Owner. The exterior surfaces of the Home including the eaves and trim shall be kept free of mildew, dirt, grime or discoloration. Homes must be washed at least annually. Peeling, fading, or damaged exterior surfaces, and broken windows, doors, and screens must be restored and repaired to the condition of a well-maintained Home in the Community within thirty (30) days. Damaged areas or poorly painted areas of the Home and accessory buildings must be repaired or repainted. Community Management reserves the right to require Home Owner to perform repairs, repainting or other maintenance that is needed to maintain Community standards as set forth in these Rules.

8.4 Exterior Surfaces: As the appearance of the Home ages, or is damaged or otherwise altered in appearance, if deemed necessary or appropriate by Community Owner, housing or health code enforcement personnel, the Home shall be modified so as to be brought to the state of cleanliness and repair of a well-maintained Home, and free from mold and mildew. Community Management reserves the right to require a Home Owner to pressure wash their Home if Community Management determines, in its sole discretion, that pressure washing is needed in order to restore the Home to a well-maintained condition. While a Home may not be required to be brought to an overall "as new" condition, repairs and maintenance may be required to replace damaged, dilapidated, peeling, faded, or discolored

components of the Home visible from the street or from an adjacent Home including resurfacing, re-siding, re-roofing, lap-siding or similar modifications.

8.5 All exterior materials used in upgrading a Home, must be approved in writing by Community Management prior to their use on the Home. The materials used should be consistent with the types of materials used on well- maintained Homes in the Community.

8.6 Alterations/Additions: To ensure that individual actions are aesthetically compatible with other Homes in the Community and in accordance with Community standards as set forth in these Rules, all improvements, additions, and alterations, including but not limited to replacement of existing porches, concrete slabs, carports, screened-in areas, awnings, skirting, steps, walkways, utility buildings, and similar items and the location of air conditioning units, must be approved in writing by Community Management prior to commencement of work.

8.6.1 No change may be made to the color of the exterior of the Home or any portion thereof without prior written permission of Community Management. A sample of the proposed new color(s) must be shown to and approved by Community Management prior to repainting.

8.6.2 Resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community standards as set forth in these Rules, applicable building and zoning codes, and other restrictions of record.

8.6.3 If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of Home Owner (following prior approval by Community Management).

8.6.4 Approval is necessary to protect the underground utilities, continuity of Community appearance, and the safety of Residents. In addition to all other remedies available to it, Community Management may require Home Owner to remove any unapproved construction or addition.

8.6.5 Resident shall consult Community Management before doing any digging, as certain utility and service connections are underground and Resident shall call for any required utility location. Cost of repairs for damaged underground services will be assessed to the Home Owner who damages any underground service.

8.6.6 All improvements must be completed within thirty (30) days of approval by Community Management. For additional information on Community standards, please see Rule, "Setup: New or Resales."

9. LOT CARE

It shall be the responsibility of Resident to ensure that the Lot is properly maintained. Lot must be maintained in compliance with all municipal, county and State building, housing and health codes. In the event any governmental agency shall impose a fine for failure of Resident to comply with the same, Resident shall be responsible for payment; and, in the event the Community pays the fine, Resident shall promptly reimburse Community Owner for the payment made on Resident's behalf.

9.1 Alterations: Any alterations or modifications to a Lot, including attachments, driveways, landscaping, must have the written consent of Community Management prior to commencement of work. Each Resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community standards as set forth in these Rules, applicable building and zoning codes, and other restrictions of record. Alterations or modifications to a Lot made in violation of these Rules must be removed or replaced in order to comply with Community standards as set forth in these Rules, at Home Owner's expense.

9.2 Maintenance: Resident is responsible for the overall appearance of the Lot. The Lot must be kept clean, orderly, and free of litter and debris. Resident is responsible for lawn watering, and the general care of the lawn. If, after proper notice and an opportunity to take corrective action, Resident fails to properly maintain the Lot to Community Standards as set forth in these Rules, then Community Management may have the necessary work performed and charge the Home Owner for the actual costs and expenses incurred. The Community is not responsible for damage to Homes or Lots resulting from acts of nature.

9.2.1 Landscaping: Additional landscaping (including trees and shrubs) may be planted with Community Management's prior written approval as to type and location. Plantings too close to the exterior of the Home are prohibited. Plantings and shrubbery in the front or the sides of the Home cannot cover or obscure windows. Plantings are not to exceed 4 ft. in height and must be trimmed to maintain a 4 ft. maximum height. Trees and shrubs may not be removed without the written consent of Community Management.

9.3 To maintain an attractive Community, satellite dishes or broadcast TV antennas must be installed in an inconspicuous location on the rear of the Home or in a location that is not visible from the street. If such placement sufficiently impairs the quality of reception, the dish or antenna may be installed on the Home or Site in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. However, due to concerns over possible damage to underground utilities, prior written approval from Community Management is required for the placement of a satellite dish or broadcast TV antenna on the Site. Home Owner is prohibited from installing satellite dishes or broadcast TV antennas outside Home Owner's Site.

9.4 Posts, Poles, and Stakes: No posts, poles, stakes, or the like are to be driven into the ground or around the perimeter of the Site without prior written approval of Community Management due to the danger of interfering with or damaging underground utilities. Home Owner will be liable for any expense incurred by the Community resulting from violation of this Rule.

9.5 Outdoor Equipment:

9.5.1 No outdoor equipment, including but not limited to, weight benches, trampolines, outdoor exercise equipment or other outdoor recreational equipment, major appliances, hot tubs and similar personal property or improvements, are permitted on the Lot. No newly installed swing sets are allowed on the Lot; existing swing sets may not be replaced.

9.5.2 No outdoor fireplaces, fire pits, chimeneas, fire bowls, oil lamps, lanterns, or outdoor heaters of any kind are allowed. Barbeque gas grills, charcoal grills, and smokers used for outdoor cooking are allowed.

9.5.3 Resident hereby indemnifies and holds harmless Community Owner, its affiliates and their officers, directors, employees, assigns and agents with respect to any claims, damages, loss or cause of action arising from the use of any allowable outdoor equipment.

9.6 Outdoor Signage and Flags: Resident may not post "Beware of Dog" or "No Trespassing" type signs on the Lot or on the Home or in the windows of the Home. Residents may display one portable, removable United States flag or official flag of the State of Florida, not larger than 4½ feet by 6 feet, in a respectful manner in or on their Home. Residents may also display one portable, removable official flag, not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, a POW-MIA flag, or a "first responder flag," as defined under Section 720.304(2)(a)5., Florida Statutes, in a respectful manner in or on their Home. Home Owner may display one "For Sale" sign, no larger than 12 inches by 16 inches, inside the Home window. (See Rule 5.4.) Other signs or flags may be displayed on the Home or on the Lot; however, any sign/flag/banner deemed divisive by Community Management in its sole discretion shall be removed by Community Management which also reserves the right to remove any sign/flag/banner that is not in compliance with these Rules as to size or quantity.

9.7 Storage: Lawn care equipment, tools, toys, and other equipment must be stored out of sight in a neat and orderly manner when not in use. No articles are to be stored in a visible location outside, on, or beneath the Home, the deck, stoop, screened room, or patio.

9.8 Furniture: Only furniture specifically designed for outside use is allowed outside the Home. Patio furniture and grills must be placed adjacent to the Home when not in use. Any temporary structures such as portable carport covers, tents and party tents, canopies, pavilions, or other similar structures are prohibited from being permanently installed on the Lot and must be taken down daily after use and properly stored.

9.9 Temporary Structures: Temporary structures such as pop up carports, garages or sheds are not permitted.

9.10 Trespass: Community Owner considers each Lot within the Community to be absolutely private to the demised Home Owner, and it shall be a violation of these Rules for anyone to trespass through or upon the lot of another.

10. GUESTS

10.1 All persons who are not specifically named in the Rental Agreement are considered as Guests. A Guest is a person whose stay does not exceed fifteen (15) consecutive days or thirty (30) total days per year. Person(s) staying for longer than fifteen (15) consecutive days or thirty (30) total days per year will be required to be approved for residency within the Community pursuant to the Rules. Approved Guests are permitted to reside or stay in the Community in the absence of Resident; however, such Guests must register with and obtain prior written approval from Community Management prior to residing or staying in the Community in the absence of the Resident host.

10.2 Guests are entirely the responsibility of their Resident hosts and must comply with these Rules. Guests who are unruly or who create disturbances will be asked to leave. If Community Management so requests, a Guest must vacate the Community within 24 hours of delivery to Resident or the Guest of a written demand to vacate.

10.3 Without prior written consent of Community Management, Guests will not be allowed to bring a dog or any other animal into the Community with them at any time, even for a daily visit. Service animals as defined under Section 413.08(1)(d), Florida Statutes, are permitted if fully and properly documented.

10.4 Overnight Guests or Guests who will be using Community recreational facilities, if any, must be registered by their Resident host with the Community Management between the hours of 9:00 A.M. and 5:00 P.M. Guests arriving on weekends or holidays may be registered between 9:00 A.M. and 5:00 P.M. the last day prior to their arrival. Failure to register a Guest will subject the Guest to immediate removal from the Community. Guests must notify Community Management upon departure. Seasonal occupants are requested to notify Community Management of the period(s) during which the Home is vacant.

11. VEHICLES AND PARKING

Only individuals having a current and valid driver's license may operate a motor vehicle in the Community. The term "vehicle" shall have the same meaning as the term "motor vehicle" as defined in section 320.01, Florida Statutes, which includes, but is not limited to, a "trailer" that is without motive power and is designed to be pulled by a vehicle with a motor. Further, a "personal vehicle" shall mean a Resident's non-commercial car, truck, SUV, station wagon, minivan, or passenger van which is used for personal transportation with a payload capacity which does not exceed 1 ton and is without advertising logos, signage, decals, and stickers.

11.1 Only personal vehicles licensed and used for daily transportation will be allowed to be operated in the Community. All other vehicles, including but not limited to, any commercial vehicle, any vehicle with a payload capacity exceeding 1 ton, large trucks, cargo vans, step vans, semitrailers, motorhomes, recreational vehicles, buses, campers, boats, off-road vehicles, utility trailers of any type, boat trailers, motorcycle trailers or any similar vehicles, must be removed from the Community. Community Management will ban from the Community any vehicles that, in its sole

judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Community. Personal vehicles where more than 30% of the vehicle is covered with decals or stickers of any kind are deemed unsightly and are prohibited from being stored in the Community.

11.1.1 Washing of Resident's personal vehicles is permitted subject to any rules or regulations promulgated by any local, state or federal agency.

11.2 **Parking:** Without prior written consent of Community Management, no vehicle shall be parked in or on Community common areas, other than those areas specifically designated for parking. Parking on roadways within the Community or on lawns, swales, green areas or vacant lots or on undeveloped portions of the Community is strictly prohibited.

11.2.1 Resident is permitted a total of one (1) vehicle per Resident. All vehicles shall be parked in designated spots, except with the express written consent of Community Management for an exception to this Rule.

11.2.2 Campers, trailers, motorhomes, boats or delivery vehicles will be permitted reasonable time for loading and unloading, but shall never be parked or stored overnight within the Community. No person may remain overnight or otherwise reside in the Community in any camper, motorhome or similar vehicle.

11.3 Vehicles without current licenses, inspection stickers and tags, or which are inoperable or in a state of disrepair including, but not limited to, those which are rusted, dented, hand painted, or unpainted or which are missing external parts, are not to be stored on the lot or in any other area within the Community. No vehicle may be on jacks, blocks or ramps at any time other than for emergency tire changes lasting no longer than 30 minutes. Due to the safety hazard it presents, any vehicle left on jacks, blocks or ramps is subject to towing, as provided by applicable law, and vehicles on roadways are subject to immediate towing without notice, or with such minimum notice as may be required by applicable law, payable to the towing service and not to Community Owner.

11.4 Vehicles in violation of these Rules may be towed away without notice, or with such minimum notice as is required by applicable law, at the registered owner's expense, payable to the towing service and not to Community Owner.

11.5 Speed bumps, if installed, are a safety device. Community Owner is not responsible for any damage or personal injury resulting from contact with a speed bump.

11.6 Speeding in excess of posted limits is prohibited. All autos, motorcycles, mopeds and any other vehicle must observe the posted speed limits or, if no signs are posted, must observe a speed limit of 15 miles per hour and must obey all "stop signs" and other posted warnings. A FULL STOP must be made at all stop signs. All of these Rules will be enforced as this is for the safety of the Residents. Residents must inform all Guests/invitees about the speed limit and the aforementioned Rules.

11.7 Bicycles, golf carts and pedestrians have the right of way, and must observe all traffic rules. Bicycle riding in the Community after dark is permitted only if bicycles are equipped with front lights in working order and reflectors on the rear of the bike. Bicycle riders must obey all street signs.

12. PETS

12.1 Prior written approval from Community Management must be obtained as to any animal which is to reside in the Community, and such written approval must be obtained and submitted prior to the time the pet is actually brought into the Community. Community Management reserves the right to make decisions on pets on a case by case basis. Community Management can at any time terminate approvals granted for pets based upon incomplete, inaccurate, or changed information or pet behavior. Pet dogs are not permitted in the Community.

12.2 Resident shall submit to Community Management proof that the pet has a valid and current pet license (if a license is required by law), and that the pet has received all required vaccinations and inoculations. Resident shall also bring the pet to Community Management for a visual assessment. Annually, Resident shall be required to provide to Community Management proof of a current pet license and of vaccinations and/or inoculations as are required. This documentation shall be copied and presented to Community Management within 15 days of the renewal date of any pet license and/or vaccination and inoculation requirement.

13. SERVICE ANIMALS AND EMOTIONAL SUPPORT ANIMALS

13.1 Residents are permitted to have a service animal, as defined under Section 413.08(1)(d), Florida Statutes, if fully and properly documented. A service animal cannot be a nuisance causing damage beyond normal wear and tear to common areas of the community, or infringe on other Residents' rights for peaceful possession of their Lots. The owner of the service animal must comply with the Rules regarding pet leashes, clean up, behavior and noise.

Residents are permitted to have an Emotional Support Animal (ESA) if fully and properly documented. An ESA cannot be a nuisance causing damage beyond normal wear and tear to common areas of the Community, or infringe on other Residents' rights for peaceful possession of their lots. The owner of the ESA must comply with the rules regarding pet leashes, clean up, behavior and noise. ESAs are not allowed in any location where food is being served in the Community other than Resident's home. Annual written confirmation of the need for an ESA from a health care practitioner as defined in section 456.47, Florida Statutes, must be provided to Park Management by an affected occupant.

14. UTILITIES

14.1 Utility Hook-Ups: All electrical and plumbing hook-ups must be completed by licensed and Community-approved service people. Any fees for installation or hook-up of utilities are the Home Owner's responsibility. Home Owner must determine the amperage requirements of their Home, appliances, and equipment. If Home Owner's amperage requirement is not met, Home Owner shall bear the cost of replacing or upgrading the breakers, electrical wiring, and connections. It shall be Home Owner's sole responsibility to purchase the wire and required connecting device and to hire a duly licensed electrician for this installation. Home Owner must notify and cooperate with Community Management for the placement of the electrical components. Home Owner is responsible to Community Management and to the other Home Owners within the Community for any damage that arises from faulty wiring within the home, inadequate amperage, or improper installation of the electrical components.

14.2 Utility Repairs: All utility problems must first be reported to Community Management before commencing any repairs. The cost for repairs made without notifying Community Management, including any damages incurred, will be the Home Owner's responsibility. Community Management is not responsible for the failure, default, improper act, or omission by any utility supplying such services. Residents must immediately repair any water or sewage leaks in or from pipes or fixtures in, on or under the home up to the point where such systems connect to the Community lines at Home Owner's lot. Home Owner's obligation for maintenance and repair of water, sewer, and electric lines and connections are set forth in the Rental Agreement. Home Owner must arrange for electrical upgrades or modifications necessitated by Home Owner's use of electrical power.

14.3 The Community Owner shall not be liable for any damage resulting from temporary interruption of water service. Hot water heaters, if installed, should be equipped with an antisiphon valve to prevent a health and safety hazard and avoid damage to the hot water heater in the event of interruption of water service, and Community Owner shall not be liable for any such damage. As noted above, the Home Owner shall promptly repair or cause to be repaired any defective plumbing, electrical, or other related issues in the home, including dripping faucets. The Home Owner shall not waste or unreasonably use the water supply. Watering of lawns may be restricted depending on applicable local and state restrictions regarding same, which must be complied with. Watering outside of any such hours is prohibited.

15. RESIDENT AND GUEST CONDUCT

15.1 Noise or conduct that Community Management finds objectionable, that disturbs the peaceful enjoyment of the Community by neighbors, or is deemed a nuisance to other Residents, that materially interferes with Community Management's operation of the Community or that constitutes a breach of the peace is prohibited. Loud noises, disruptive parties, and abusive or profane language shall not be permitted at any time in the Community. Yelling, screaming, other noise-making, or the use of profanity outside the Home or inside the Home if audible outside the Home, are not permitted in the Community. All Residents and their family members, invitees and Guests must conduct themselves in an orderly fashion and must ensure that they behave in such a manner as not to disturb or interfere with other occupants of the Community. Residents are requested to keep noise levels from whatever source to a minimum. Written complaints filed with Community Management by Residents concerning noise or disturbances caused by another Resident or such Resident's guests shall be considered as evidence of a violation of these Rules.

15.2 Residents, occupants, and Guests are not permitted to play in the streets, in vacant lots, or in the yards of other Residents; are not permitted to climb trees in the Community or play ball in the Community streets; or to pass through other Residents' yards. Resident shall be responsible for the actions of such occupants and Guests who violate these Rules. Such violations are considered to be violations by the Resident.

15.3 Skateboarding is prohibited in all common areas of the Community, including vacant lots.

15.4 No alcoholic beverages may be used or consumed on or in any common area of the Community. Smoking is not allowed in any of the Community's indoor recreational facilities or indoor common areas.

15.5 Residents will be held responsible for their own conduct and the conduct of the members of Resident's household, Resident's Guests or other persons under Resident's control or on the Lot with Resident's permission or consent. Each Resident is jointly and severally liable for the actions of all such described persons and of any additional persons arriving with such described persons and the resulting damages occurring to another Resident's property or that of Community Owner's property. Guests may not sleep in vehicles.

15.6 Illegal drugs (under either state or federal laws) are strictly prohibited and will not be permitted.

15.7 Home Owners shall hereby be liable for and shall defend, indemnify and hold harmless Community Owner and Community Manager, their affiliates and their officers, directors, employees, agents, and assigns from all personal injury or property damage caused by assault, battery, or other crime. In addition, Home Owners shall comply with all provisions of any rules, regulations and ordinances of any governmental authority or agency and the laws of the State.

15.8 The use or display of weapons in the Community by Resident(s), members of Resident's family or Guests or invitees including, but not limited to, firearms, paint ball guns, air rifles, bows and arrows, slingshots, or any other type of weapon, is prohibited.

15.9 Criminal activity in the Community is strictly prohibited and will not be permitted.

15.9.1 Home Owner, members of Home Owner's household, Home Owner's Guests or other persons under Home Owner's control or on the Lot with Home Owner's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, anywhere in the Community. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance, as such term is defined by applicable laws.

15.9.2 Home Owner, members of Home Owner's household, Home Owner's Guests or other persons under Home Owner's control or on the Lot with Home Owner's permission or consent, shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near the Home, Lot, or otherwise.

15.9.3 Home Owner, members of Home Owner's household, Home Owner's Guests or other persons under Home Owner's control or on the Lot with Home Owner's permission or consent, will not permit the Home to be used for, or facilitate criminal activity on or near the Lot or otherwise, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a Guest.

15.9.4 Home Owner, members of Home Owner's household, Home Owner's Guests or other persons under Home Owner's control or on the Lot with Home Owner's permission or consent, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance (as such term is defined by applicable laws), at any location, whether on or near the Home, Lot or otherwise.

15.9.5 Home Owner, members of Home Owner's household, Home Owner's Guests or other persons under Home Owner's control or on the Lot with Home Owner's permission or consent, shall not engage in any illegal activity, including prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the Community), battery, including but not limited to the unlawful discharge of firearms or use of fireworks on or near the Lot or otherwise, or any breach of the Rental Agreement that jeopardizes the health, safety, welfare or peaceful existence of Community Owner, Community Management, or other Residents, or involving imminent or actual property damage.

15.9.6 VIOLATION OF THIS RULE REGARDING CRIMINAL ACTIVITY IN THE COMMUNITY SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation shall be good cause for termination of the Rental Agreement pursuant to the requirements of section 723.061, Florida Statutes. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

15.10 No firearms, other forms of weaponry capable of firing dangerous projectiles, or firecrackers are to be discharged in the Community.

16. SOLICITING OR PEDDLING

Soliciting or peddling is not permitted in the Community other than Resident solicitation authorized by section 723.054, Florida Statutes. Vendors, peddlers and agents (including representatives of nonprofit organizations) are prohibited from commercial solicitation of any nature in the Community. Vendors, peddlers and agents, after showing proof of insurance to Community Management, may from time to time, and only upon prior written permission of Community Management, be permitted to conduct business from prearranged facilities in the Community at times and on dates specified by Community Management, but at no time will door-to-door solicitation be permitted.

17. BUSINESS

17.1 No business or commercial enterprises shall be permitted to be operated by any Resident, or any Guest or invitee of any Resident, from or within the Community and no advertising signs may be erected on the Resident's Lot or Home. Babysitting for compensation is a commercial enterprise and is prohibited within the Community except by written consent of Community Management. Babysitting which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community is allowed; however, if complaints about such babysitting activities are received by Community Management, it reserves the right, in its sole and exclusive discretion, to prohibit future babysitting by the offending Resident(s). A "business" also includes any commercial enterprise which: (i) is required to be licensed by local or State law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the Home; (iv) includes door-to-door canvassing of Residents; (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (vi) involves the purchase of a Home or of any interest in a Home for the purpose of resale, leasing, subleasing, renting or other business use.

17.2 No garage, lawn or tag sales will be permitted except those authorized in writing in advance by Community Management. No exceptions will be tolerated. Authorization for such sales held by individual Home Owners will be based on Home Owner(s) agreement to restrictions on the time and manner of the sale and the nature of things to be offered for sale. Community Management reserves the right in its sole discretion to immediately cancel or terminate any sale which results in a disruption of the quiet enjoyment of the Community by any Resident.

18. RECREATIONAL AND COMMON FACILITIES

18.1 The specific hours of operation for the Community's recreational and common facilities are posted at the facility's location, if applicable, and are disclosed in the prospectus. The recreational facilities may and will be closed from time to time as necessary in Community Management's judgment for appropriate cleaning and/or repairs, for maintenance or weather concerns, or for safety reasons, and no such closures shall be grounds for abatement of rent. All Rules related to use of the common and recreational areas will be strictly enforced. The Rules regarding Resident and Guest conduct apply to the use of recreational facilities. (See rule re: Home Owner and Guest Conduct for further information.) All Guests must be accompanied by a Resident when using recreational facilities.

18.2 Violations of the Rules for recreational and common facilities may subject the Resident to legal action, including eviction of the Resident or, if Community Owner so elects and the Resident accepts, suspension of the Resident's privileges to use the common area or recreational facility to which such violated Rule applies. Acceptance of the suspension of privileges must be acknowledged by the Resident in writing and provided to Community Management no later than three (3) days from receipt of the notice of violation. The length of the suspension will be based on the severity of the violation(s) as determined in the sole discretion of Community Management and may last for the remainder of the Resident's tenancy. Any subsequent violation of common area and/or recreational facilities Rules within a twelve (12) month period will unequivocally be grounds for eviction in accordance with Section 723.061, Florida Statutes.

18.3 The recreational facilities, if and when they are installed, are provided for use by the Residents and their Guests on a "USE AT YOUR OWN RISK" basis.

18.4 Laundry Facilities: If available in the Community, laundry facilities are provided for the exclusive use of Residents. Resident shall follow the instructions on the machine and treat them with care. Tinting or dyeing is not allowed to be done as that may cause damage to the machines. Laundry is to be removed from the machines immediately upon completion of the washing and drying cycles. Resident shall clean the machines and the laundry room area after use. Resident should notify Community Management of any malfunctions of the laundry facilities.

19. LAWS

Resident must comply with all obligations imposed on mobile home owners by applicable provisions of building, housing and health codes, and must obey all federal and state laws and local ordinances related to or concerning the health, safety or welfare of other Community Residents.

20. COMMUNITY OWNER ACCESS TO HOME AND LOT

In an emergency situation, Community Management or Community Owner may enter a Lot or Home to prevent imminent danger to an occupant of the Home or to the Home itself. Additionally, at all reasonable times and subject to any minimum notice requirement of applicable law, Community Management or Community Owner may enter the Lot for purposes of repair and replacement of utilities and protection of the Community, but not in such manner or at such time as to interfere unreasonably with Home Owner's quiet enjoyment of the Lot.

21. LIENS

To the extent permitted by law and contract, Community Owner will have a legal possessory lien on Home Owner's Home located within the Community for any unpaid lot rental amount, including late charges and utilities, assessment of damages caused by Home Owner or their Guests, and for any other recoverable expense under these Rules.

22. COMPLAINTS AND NOTICES

All complaints to Community Management must be made in writing, signed and dated, and must be submitted to Community Management.

23. USE AND OCCUPANCY

The Lot shall be used solely for the purposes of placing a Home thereon for the residential use and occupancy of Resident. Without prior written consent of Community Owner, the Lot may not be occupied by more than two (2) persons per bedroom.

24. LIABILITY FOR DAMAGES

Community Owner shall not be liable for any loss of, or damage or injury to, the person or property of Resident, any member of Resident's household or any occupant, Guest, or invitee on the Lot, caused by but not limited to: (a) any condition of the Lot; (b) any act, fault, or neglect of any Resident, a member of any Resident's household, or any occupant, Guest or invitee of any Resident or of any occupant of the Community, or of any trespasser; (c) fire, water, steam, rain, hail, wind, flood, sewerage, odors, electrical current, insects, mold, mildew, fungus, or any act of God; or (d) theft or embezzlement, unless any of the foregoing was caused by Community Owner's active or willful misconduct. Resident does hereby indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, assigns, and agents from any loss, cost, damage, or expense arising out of any claim or cause of action asserted by any person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any Resident, member of Resident's household, or occupant of the Lot, or of any Guest or invitee of any Resident or occupant of the Lot.

25. INSURANCE

Home Owner shall obtain and maintain liability insurance; and if necessary, Home Owners' insurance; and personal property insurance, to protect themselves, their Home and the contents thereof, any other household members, and visitors or Guests of any nature, against loss or damage of any kind arising from placement of the Home within this Community, or from occupancy of such Home while it is in the Community. Home Owner shall hereby be liable for and shall defend, indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, agents, and assigns from all personal injury or property damage. Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a Home Owner's Lot or within a Home Owner's Home, or for reimbursement to the Home Owner for the loss of the Home or personal property.

26. FLORIDA STATE LICENSE DECAL

Home Owner shall maintain a current state registration decal on their Home. Current state license decal(s) shall be conspicuously displayed on the Home at all times in the lower left-hand corner of a window which faces the street and display the current year only.

27. GOVERNING LAW

Community Owner-Resident relationship created by the Rental Agreement and these Rules shall be governed by applicable federal law and the law of the State of Florida. It is the intent of Community Owner and Resident to comply with applicable laws and that applicable federal and State law shall override any provision of these Rules that may be contrary to same.

28. SUBLEASING AND RENTING

Subleasing, including short-term rentals and vacation rentals, is prohibited in the Community. Examples of short-term rentals and vacation rentals include, but are not limited to, Airbnb, VRBO, etc., and any other similar or like kinds of rentals. No portion of the lot or manufactured home may be subleased, rented, or leased by Home Owner, nor occupied by any person(s) by or through a rental/purchase option or such other similar lease of the Lot. Any subleasing, renting or leasing by Home Owner shall be void, and shall constitute a default by Home Owner under their Rental Agreement. Lots are not transferable. Homes must remain owner-occupied at all times. "Subleasing" is defined as the occupancy of a Home by anyone other than the approved occupants while the approved occupants are not present or by Guests whose stay exceeds that set forth in these Rules.

29. RENTAL AGREEMENT TERMS AND CONDITIONS

A written Rental Agreement will be required of all new Residents prior to occupancy. These Rules are deemed incorporated as terms and conditions of the Rental Agreement. Resident shall not assign the Rental Agreement, or any interest therein. In the case of an automatically renewing Rental Agreement that does not otherwise provide that it is assumable, with the prior written consent of Community Owner, the purchaser is allowed to assume only the remainder of the Lot lease term in effect at the time of sale.

30. ENFORCEMENT AND EVICTION

30.1 Prior to admission to the Community, each prospective Resident must sign an acknowledgment that they have read, and that they understand and agree to be bound by, the Rules as set forth herein. Ignorance of a Rule is not an excuse for violation. Every effort will be made by Community Management to ensure that the Rules are enforced. Resident cooperation is essential in providing a peaceful and enjoyable community.

30.2 Compliance and enforcement of these Rules is a matter between Community Management and the offending Resident, and as such, no other Home Owner or Resident has any right against Community Management relative to enforcement of the Rules against another Resident.

30.3 Community Management will contact a Resident who violates these Rules by means of a personal visit, a telephone call, or a Notice of Rules Violation issued in accordance with section 723.061, Florida Statutes. It is expected that a Resident will correct the violation in a timely manner in accordance with section 723.061. Repeated violation could lead to possible eviction proceedings in accordance with applicable law.

30.4 A Home Owner, Tenant, or occupant of the Home shall be subject to eviction in accordance with the procedures set forth in Chapter 723, Florida Statutes, and as amended. The grounds for eviction are summarized as follows:

30.4.1 nonpayment of Lot rental amount;

30.4.2 conviction of a violation of a federal or state law or local ordinances, if the violation is detrimental to the health, safety, or welfare of the other residents of the Community;

30.4.3 violation of these Rules, the Rental Agreement, or Chapter 723, Florida Statutes;

30.4.4 a change in the use of land comprising the Community or any portion thereof; or

30.4.5 failure of the purchaser, prospective Tenant, or occupant of a Home situated in the Community to be qualified as, and to obtain approval to become, a Tenant or occupant of the Home, such approval being required by these Rules.

30.4.6 Pursuant to Section 723.061(1)(e), Florida Statutes, if a purchaser or prospective Tenant of

a Home occupies the Home before approval is granted, Community Management may require that the purchaser, prospective Tenant, or unauthorized occupant vacate the Community within seven (7) days of receipt of a notice demanding same.

31. WAIVER

No waiver of any default by Resident shall be implied from any omission by Community Owner to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Lease Agreement or these Rules by Community Owner shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of Community Owner to any act by Resident requiring Community Owner's consent shall not be deemed to waive or render unnecessary Community Owner's consent to any subsequent similar act by Resident. The rights and remedies of Community Owner contained herein are cumulative and shall be in addition to those prescribed by law.

32. SPECIAL EXCEPTIONS

Community Management reserves the exclusive, unrestricted right to grant special exceptions to these Rules when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Resident or Residents, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other Residents of the Community. For example, variances to these Rules may be granted by the Community Management due to space limitations, design considerations, in cases where the intent of a Rule or Regulation is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other Residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

33. SURVIVAL

If any portion of these Rules is found to be void or unenforceable by a court of competent jurisdiction, the balance of these Rules shall remain in full force and effect, so long as the general intent of the parties continues to be met. To the extent State or local law is inconsistent with any terms of these Rules, such State or local law shall control the relationship between the parties hereto.

HOME OWNER acknowledges that they are in full agreement with these Rules being an integral part of the Application for Residency and Rental Agreement between Resident and Community Owner. Resident acknowledges that violations, infractions, breach, or default of these Rules will be grounds for termination of Resident's Rental Agreement and eviction from the Community pursuant to Section 723.061, Florida Statutes.

THE FOLLOWING IS AN OPTIONAL CONFIRMATION WHEREBY EACH RESIDENT ACKNOWLEDGES HAVING BEEN GIVEN AN OPPORTUNITY TO READ ALL THE ABOVE COMMUNITY RULES AND REGULATIONS, AGREES TO COMPLY WITH EACH, and is in full agreement with these Community Rules and Regulations being an integral part of the Application for Residency and Rental Agreement between Resident and Community Owner. Resident acknowledges that violations, infractions, breach, or default of these Community Rules will be grounds for termination of Resident's Rental Agreement and eviction from the Community pursuant to Section 723.061, Florida Statutes.

EXECUTED this _____ day of _____, 20____.

FIRST RESIDENT SIGNATURE

_____/_____/_____

SECOND RESIDENT SIGNATURE

_____/_____/_____

THIRD RESIDENT SIGNATURE

_____/_____/_____

FOURTH RESIDENT SIGNATURE

_____/_____/_____

BY EXECUTION HEREOF, THE BELOW SIGNED REPRESENTATIVE OF COMMUNITY OWNER CONFIRMS THAT RESIDENT(S) REFUSED TO SIGN THE ABOVE CONFIRMATION REGARDING THESE RULES AND REGULATIONS NOTWITHSTANDING THE FACT THAT A COPY OF THE RULES AND REGULATIONS WAS DELIVERED TO THEM ON _____, 20____.

By: _____
COMMUNITY MANAGER

_____/_____/_____

Council Agenda Item for the Approval of the Revised Prospectus and Rules & Regulations at the VMMHP

Final Audit Report

2025-11-06

Created:	2025-11-06
By:	Nicholas Dumas (ndumas@venicefl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG4mTb9tbj-wUv1P3oXZXtOwA6l6go8E

"Council Agenda Item for the Approval of the Revised Prospectu s and Rules & Regulations at the VMMHP" History

-  Document created by Nicholas Dumas (ndumas@venicefl.gov)
2025-11-06 - 1:19:00 PM GMT
-  Document emailed to Penny Elie (pelie@venicefl.gov) for signature
2025-11-06 - 1:19:08 PM GMT
-  Email viewed by Penny Elie (pelie@venicefl.gov)
2025-11-06 - 1:23:58 PM GMT
-  Document e-signed by Penny Elie (pelie@venicefl.gov)
Signature Date: 2025-11-06 - 1:24:10 PM GMT - Time Source: server
-  Document emailed to Alan Bullock (abullock@venicefl.gov) for signature
2025-11-06 - 1:24:14 PM GMT
-  Email viewed by Alan Bullock (abullock@venicefl.gov)
2025-11-06 - 2:01:35 PM GMT
-  Document e-signed by Alan Bullock (abullock@venicefl.gov)
Signature Date: 2025-11-06 - 2:01:55 PM GMT - Time Source: server
-  Document emailed to Kelly Fernandez (kfernandez@flgovlaw.com) for signature
2025-11-06 - 2:01:58 PM GMT
-  Email viewed by Kelly Fernandez (kfernandez@flgovlaw.com)
2025-11-06 - 5:34:54 PM GMT



Document e-signed by Kelly Fernandez (kfernandez@flgovlaw.com)

Signature Date: 2025-11-06 - 5:37:40 PM GMT - Time Source: server



Document emailed to James Clinch (JClinch@venicefl.gov) for signature

2025-11-06 - 5:37:43 PM GMT



Email viewed by James Clinch (JClinch@venicefl.gov)

2025-11-06 - 8:56:18 PM GMT



Document e-signed by James Clinch (JClinch@venicefl.gov)

Signature Date: 2025-11-06 - 8:56:29 PM GMT - Time Source: server



Agreement completed.

2025-11-06 - 8:56:29 PM GMT



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