

**OAKWOOD MANOR HOMEOWNERS
ASSOCIATION
OF
SARASOTA, FLORIDA, INC.
3330 Fruitville Road, Sarasota, FL 34237
A 55+ community**

RULES AND REGULATIONS

**PLEASE CAREFULLY READ
AND
ABIDE BY THESE RULES AND REGULATIONS**

**Park Business Office Hours are 8:00 A.M. to 4:00 P.M. Monday – Thursday
Friday 8:00 A.M. to 3:30 P.M.**

**Summer Hours are 8:30 A.M. to 3:00 P.M. Monday - Thursday
Friday 8:30 A.M. to 2:30 P.M.**

REVISION HISTORY

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WELCOME TO OAKWOOD MANOR

All reasonable means have been taken to ensure that your residency here is pleasant and enjoyable.

This property is privately owned, and we are required by law to abide by certain standards. Many of our rules and regulations are required by law; the remainder are published to promote the health, happiness, and peace of mind of the Residents.

Consideration and courtesy to others plus your timely cooperation in maintaining an attractive mobile home will help sustain the high standards and property values of Oakwood Manor.

The following Rules and Regulations are intended for the comfort, gracious mobile home park living, health, happiness, peace of mind and welfare of yourself and your Guests and to maintain the appearance and reputation of our Park. Homeowner Members, Unit Owners, Guests, Visitors and Renters shall comply with all Rules and Regulations and the Cooperative Documents. It is the Homeowner Members or Unit Owner's legal responsibility to ensure that their Renters, Visitors and Guests read, understand, and fully comply with the Association's Rules and Regulations and all obligations of the Cooperative Documents.

These Rules and Regulations will be amended from time to time by the Board of Directors of the Association to ensure clarification, additions and deletions are maintained.

Your cooperation with compliance is greatly appreciated.

OAKWOOD MANOR- ABOUT US!

Oakwood Manor, located in Sarasota Florida, is a progressive, well-maintained 55+ resident owned retirement community. Oakwood Manor is managed by a certified park manager and governed by a member elected board of directors who are responsive to the Residents' concerns and needs. We offer recreational and social activities in a friendly and caring community while striving to enhance the quality of life of our Residents.

DEFINITIONS

“The Association” means **Oakwood Manor Homeowners Association of Sarasota, Florida, Inc.**, a Florida not for profit corporation. The Association is the owner of the Park and is responsible for its administration and operation.

“Board of Directors” or **“Board”** means the Board of Directors of the Association and means the same as the Board of Administration, as defined in Section 719.103(3), Florida Statutes.

“Caregiver” shall be defined as any person designated to assist in the physical care of a disabled Resident.

“Common Areas” means the portions of the Park not included within the Units.

“Cooperative Documents” means the documents that create the cooperative, including but not limited to the Articles of Incorporation, Bylaws, and the Master Form Proprietary Lease, all as amended from time to time.

“Guest(s)” shall be a person or persons who stays overnight in a Home with a Homeowner or Renter without the exchange of any consideration, remuneration, fee or charge. A Guest may reside for up to thirty (30) days in a calendar year in a Home.

“Home” means the manufactured or mobile home installed on the Cooperative Unit.

“Lot” shall mean a Unit.

“Members” or **“Unit Owners”** or **“Owners”** or **“Homeowners”** shall be the person, persons, or entity owning a Home in the Park and the owner(s) of a Membership Certificate issued by the Association pursuant to its Articles of Incorporation and the Bylaws.

“Occupant(s)” any person residing or living in a Home who is not a Guest or Visitor. All Occupants must be registered with the Association.

“Park” or **“Cooperative Property”** means all the lands, leaseholds, and personal property owned by the Association.

“Park Office” shall mean 3330 Fruitville Road, Sarasota, Florida 34237.

“Park Management” or **“Management”** means the Board of Directors and/or the Park Manager.

“Park Facilities” means any Common Area recreational facilities or areas within the physical boundaries of the Park.

“Park Manager” shall mean the person holding the Community Association Manager (“CAM”) state issued license who assists the Board of Directors with the administration, management, and operation of the Park.

“Renter” shall be the person or persons who has a written sublease registered by the Homeowner with the Park office and pays rent or other consideration, remuneration or a fee to the Homeowner. A Renter must rent for a minimum of three (3) consecutive months or a maximum of six (6) consecutive months in anyone (1) year; may sublease only with the written approval of the Homeowner and the Park Management and is eligible to become a

Member in any club operating within the Park during their registered stay.

“Resident(s)” shall include Member(s) and Renter(s).

“Rules and Regulations” means the Rules and Regulations adopted and as amended from time to time by the Board of Directors of the Association pursuant to Article 18 of the Amended and Restated Bylaws.

“Visitor(s)” shall be a person who is authorized to be in the Park or Unit on a given day and does not stay overnight. Visitors are not eligible to become members in any club operated within the Park.

“Unit” or **“Cooperative Unit”** shall mean the part of the Park which is subject to exclusive use and possession and shall encompass the Lot, the Home and all permanent improvements installed thereon or affixed thereto.

ACCEPTANCE OF RESIDENCY

1. The Association reserves the right to refuse or deny admittance to the Park in compliance with Florida law and for any reasonable, non-discriminatory reason. The Association does not and shall not discriminate on the basis of race, color, religion (creed), gender, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its affairs, activities or operations.
2. The following are required for approval of residency in the Park: (1) a bona fide proof of age, (2) a background check, (3) the completion of a written application and (4) an orientation shall be required before an applicant for purchase shall be approved for residency in the Unit or the Park. Oakwood Manor is a residential community for persons 55 years of age or older, within the meaning of the Fair Housing Amendments Act of 1988.
3. One (1) Occupant in each Home shall be fifty-five (55) years of age or older. The second occupant, if any, shall be forty-five (45) years of age or older. No Home shall be permanently occupied by more than two (2) persons without the prior written approval of the Association.

SALES AND RENTAL OF HOMES

4a. For **sale by park real estate**: An onsite real estate agent is available to sell Homes in the Park. The Association receives a percentage commission of all Home sales through this office. It is strongly encouraged that the Park onsite real estate agent be used to sell all Homes.

4b. **For sale by Owner**: The Association shall not deny a Member the right to sell his or her own Home within the Park; however, if he or she elects to sell his or her Home during the term of the lease, or any renewal or extension, the Association shall require the Owner to notify the Park Office of his or her intent to sell **prior to** listing for sale. In connection with the sale of a Home, the Association shall charge an administration fee of \$100 per applicant, other than husband/wife, who shall be considered one applicant.

Oakwood Manor is in the continual process of upgrading. In order to upgrade the quality of the Park, any Home that has been improperly maintained or does not meet the standards satisfactory to the Association's Real Estate Committee, consisting of the Park's Real Estate Agent, the Park's Director of Real Estate and the Park Manager

shall be removed from the Park. The decision of the Association's Real Estate Committee in this regard shall be binding.

4c. Buying a second Home: The buying of a second Home for renovation and future sale is allowed. The Home may be under renovation for up to six (6) months after which time the Owner must actively market the Home for sale and must make the Home available for showings. In extenuating circumstances, the Board may, in its sole discretion, grant an extension on such conditions as the Board determines reasonable and appropriate. If the Home is not sold in a timely fashion, the Association shall have the right to purchase the Unit at the then prevailing fair market price .

4d. Advertising for sale: A Member may advertise the sale of his or her Home using not more than two (2) signs. The signs are not to be hand-written. The signs are not to exceed 10 x 14 inches; such sign is to be placed on the Home itself and not on the planter or lawn.

4e. Association documents upon selling: All copies of the Rules and Regulations residing with the selling Owner must be returned to the Park Office. The Park Manager/Park Office staff will provide the buyer with the most recent version of the Rules and Regulations either in hard copy or electronically. The buyer will be responsible for all mailing/shipping costs, when required.

4f. Gate Barcodes upon selling: The selling Owner's barcode is nontransferable. Buyer must register vehicles with the Park Office to receive a personalized barcode for their vehicle(s). Owners may have one barcode per vehicle with a maximum of two vehicles per Home.

5a. Home Rental – The Association shall not deny a Member the right to rent his or her own Home within the Park. If the Member elects to rent his or her Home during the term of the lease, or any renewal or extension, the Association shall require the Owner to notify the Park Office of his or her intent to rent using the appropriate application form prior to occupancy before an applicant for rental shall be approved for residency in the Park.

The Home shall be rented to one (1) party (no more than two (2) adults meeting the age requirements set forth in Rule 3 herein) for a minimum of three (3) consecutive months or a maximum of six (6) consecutive months in anyone (1) year.

All Renters shall deliver to the Park Office, thirty (30) days prior to commencing the term of occupancy, a background check and an application fee of \$100.00 per applicant, other than husband/wife, which are considered one applicant. The Owner is responsible to pay all appropriate governmental sales/use taxes as required for the privilege of receiving rental income. When a Home is rented, the Owner's privileges to use the common areas and recreational facilities and activities shall cease and be transferred to the Renter for the duration of the rental occupancy.

The Association retains the exclusive right to deny permission to occupy Homes within the Park.

5b. Room Rental- Rental of a room(s) in a Home for consideration, remuneration or a fee is prohibited.

PETS, EMOTIONAL SUPPORT ANIMALS AND SERVICE ANIMALS

6. PETS ARE PROHIBITED IN THE PARK: No Resident or Guest shall have or keep any dog, cat, bird, reptile or

Other animals of any kind in a home or in the park.

Emotional Support Animals (as defined by the Federal Fair Housing Act) are animals that are required to reasonably accommodate an individual's disability. The determination for such animal is made by a professional. These animals are permitted in any Home in the Park but only with **prior** written Association Board approval. These animals are not permitted in the clubhouse, nor are they permitted on the Common Areas where food is being prepared or served, unless there is a disability-related need to accompany the disabled person in these areas and the Board or Park Management has specifically granted written approval for such animals to accompany the disabled person in these areas.

Service Animals (as defined by the Fair Housing Act and/or the Americans with Disabilities Act) are dogs that are individually trained to perform tasks or services for people with disabilities. The work or task an animal has been trained to provide must be directly related to the person's disability. Service animals are working animals and are not considered pets. A service animal may accompany people with disabilities in all areas of the Park. Service animals are permitted in the Park but with **prior** written Association Board approval.

Unless the person's specific disability prohibits or requires otherwise, Residents who have either an emotional support animal or a service animal are:

- responsible for maintaining the animal on a securely held leash.
- responsible for properly disposing of that animal's waste.
- responsible for ensuring that the animal does not become a nuisance or otherwise endanger the person and/or property of other Residents or their Guests.
- responsible for annually (by January 30 of each year) providing proof to the Park Manager that the animal has been properly vaccinated with up-to-date shots and is properly licensed and provide an up-to-date photo of their animal to the Park Office.

The Association reserves the right to request in writing that a person requiring an Emotional Support to annually update their documentation of disability and/or disability-related need for the Emotional Support Animal.

7. Bird feeders are prohibited in the Park to avoid attracting rats and other rodents. Feeding of any wild animal or feral cats in the Park is prohibited.

CHILDREN

8. The Park consists of adult residents only as defined in item 3. We welcome children as Guests. Residents are fully responsible for their child's behavior and conduct. Residents will ensure that a child shall not be a nuisance, unreasonable annoyance or unduly inconvenience any other Park Residents. Residents will be held liable for any damage caused by the Resident's children and/or Guests.

9. Children under fourteen (14) years of age are not permitted to use any of the Common Areas or Park Facilities at any time unless accompanied by a responsible adult Resident or adult Guest.

10. Section 849.0931(10), Florida Statutes, provides that no one under 18 years of age shall be allowed to play any bingo game or instant bingo or be involved in the conduct of a bingo game or instant bingo in any way.

11. Florida does not have a mandatory helmet law for bicyclists who are 16 years or older. However, anyone who is younger than 16 years old and riding a bicycle within the Park is required by state law to wear a helmet that is properly fitted and securely fastened.

GUESTS

12. Residents shall be totally responsible at all times in all places for their Guest's actions and liable for any damage caused by them. If an Owner is not in residence, only immediate family (that is, the Owner's parents, children, grandchildren, and siblings and the Owner's Spouse, the owner's Spouse's parents, children, grandchildren and siblings) may use their Home and only with written permission of the Owner. All Guests must follow and comply with the same Rules and Regulations as the Owner. The Owner is ultimately responsible and as such may be fined if there is a violation by an Owner's Guest.

13. The Park Office shall be notified of and approve in advance and in writing any person or persons residing overnight more than thirty (30) days in a Home. Any person or persons, including Caregivers, staying more than thirty (30) days without the written approval of the Park Office shall be required to immediately and permanently vacate the Park.

RECREATION FACILITIES

14. Recreation building, and facilities operational hours are from 7:00 a.m. to 10:00 p.m., unless extended by special arrangement in writing with the Board of Directors.

15. Recreation facilities are provided for use of Residents and their Guests, when accompanied at the recreation facilities by a Resident.

16. Equipment and facilities shall be used at the Resident's and Guest's sole risk. Attendance at a recreational activity as a participant or an observer is also at your own risk.

17. Where Rules and Regulations are posted, failure to observe one or more of such Rules and Regulations shall constitute a violation by the Owner.

CLUBHOUSE

18. Every day use of the clubhouse for various activities by Residents and their Guests is permitted. Resident and their Guests using the clubhouse for these various activities are responsible for the cleaning of all furnishings and all areas they used in their activity.

19. Bare feet or swimsuits, wet or dry, are prohibited in the clubhouse. Street clothes only are allowed in the clubhouse.

20. There shall be NO SMOKING, including without limitation the use of vaping pens or e-cigarettes, in the clubhouse at any time.

21. As per license agreement with the City of Sarasota, the serving of alcoholic beverages is prohibited in the clubhouse and all other Common Areas of the Park except in connection with activities organized and conducted by the Association or one of its sanctioned committees.

Private parties

Private parties are defined as any party that is not organized or conducted by an Association sanctioned committee. (Note: a memorial service for a deceased Park Resident **is not considered a private party**). When a private party is being held, the clubhouse is closed to Park Residents.

22a. Private parties are permitted in the clubhouse or gazebo area; however, there shall be no non-resident sponsored private parties. The Resident who is requesting the private party must physically attend the entire party.

22b. Use of the swimming pool/spa/hot tub, shuffleboard courts, exercise/pool room, as part of the private party is prohibited.

22c. Food and drink are to be consumed inside the clubhouse only unless held in the gazebo area. Serving of alcoholic beverages is prohibited unless authorized in advance in writing by the Board of Directors.

22d. Residents requesting a private party must complete a request form and submit to the Park Office. If the request is approved by the Board of Directors, a rental fee of \$50.00 will be charged to help cover Park expenses. In addition, a security deposit of \$150.00 (up to 150 people) or \$200.00 (151 people plus) is required five (5) days prior to the date of the party. **(Note:** Party requests can be denied at the discretion of the Board of Directors).

22e. The requesting Resident will be fully responsible for the following:

- The conduct of his/her Guests and damages done to the premises.
- For all signage on all doors indicating that the hall is closed.
- Ensuring that the event is on the Park calendar.
- Ensuring party ends by 10 pm and that the cleanup of the premises is back to the way it was found in order to receive the return of their security deposit.

SWIMMING POOL and SPA/HOT TUB AREA

23. Swimming pool, spa/hot tub, and shower rooms are for the use of Residents and their Guests only. All other use is prohibited.

24. Residents shall be fully responsible for their Guest's conduct in these areas at all times.

25. To aid in the Association's compliance with Florida Statute, S. 514.031, (1), (a), 5. everyone using pools must shower at the pool area prior to entering the pool and/or spa/hot tub, not at Home, before entering swimming pool or spa/hot tub.

26. Any person who is incontinent or not fully potty trained must wear waterproof swimwear when using the pool.

27. All children under 14 years of age shall always be accompanied by an adult Resident or adult Guest while in the pool.

28. Running, jumping, and "horseplay" are prohibited inside the swimming pool area fence at all times.

29. The safety rope shall remain in place at all times. The rope is a safety device to define the deep end of the pool. No playing or hanging on the rope.

30. Diving and jumping into the swimming pool is prohibited.

31. Glass containers of any kind are always prohibited inside swimming pool area fence. Food, drinks, furniture, and any other objects are prohibited inside the blue line.

32. Do not go into the swimming pool, spa/hot tub alone. For your health and safety, it is suggested you do not stay in the spa/hot tub for more than fifteen (15) minutes.

33. No person may use the swimming pool and/or swimming pool area in such a manner as to hinder or encroach upon the rights and/or the peaceful use and enjoyment of other Residents of the Park or their Guests.

34. It is the duty of all Residents and Guests to obey the Rules and Regulations and help enforce the Rules and Regulations by alerting violators courteously of their infractions. Your cooperation will be appreciated.

COIN OPERATED LAUNDRY

35. The coin operated laundry is open daily Sunday through Saturday – 6:00 a.m. to 10:00 p.m. for the use of Residents and their Guests only.

36. Do not overload or abuse machines; clean washers and dryers after using. Please place refuse in the appropriate garbage or refuse containers.

37. The dyeing of clothes is prohibited in the washers or dryers at any time.

38. Children in the coin operated laundry shall be supervised at all times.

39. The drying of laundry is prohibited, except in dryers or the designated clotheslines. Take clothes off the line as soon as they are dry.

THE MOBILE HOME SITE

40. The Resident or Guest shall be responsible for the overall appearance of the Home site. It shall be kept orderly, neat, clean, and free of litter. Shrub trimming, watering, weeding and general care of lawn and shrubs are responsibilities of the Resident. Additional landscaping and shrubs may be planted with the Park Management's prior written approval of type and location.

41. The Association is responsible to trim palms twenty feet (20') and taller and all oak trees, except fruit trees and other trees planted by Residents, which shall be trimmed by the Resident upon who's Unit the tree is located. The Resident shall remain responsible for all other maintenance of all trees located on his or her Unit, including removal of unwanted, dead, or diseased trees. The Association's contracted arborist will recommend to the Park Manager the necessity for and frequency of trimming of trees for which the Association is responsible.

42. The Association shall provide the Homeowner written notification if his or her Home or Home site is not adequately maintained and/or repaired to the satisfaction of Park Management. If satisfactory corrections are not made within thirty (30) days of the date of the mailing or other transmittal of the written notification to the Homeowner, Park Management may, but shall not be required to perform the needed maintenance and repair of the Home or Home site at the expense of the Homeowner and the Homeowner shall be billed. This includes but is not limited to outside painting, pressure washing, gutter cleaning/repairs, structural repairs, trimming of neglected shrubs and lawn around the Home and planters, and replacement of lawns, as needed, all in the judgment of Park Management.

43. When the Home **is not occupied** (e.g., in the summer), the Homeowner must make arrangements for someone to watch over their Home and routinely and timely perform such weeding and trimming and other maintenance and repair as needs to be done. The Homeowner is required to inform the Park Office of the name and contract information of Homeowner's designated summertime caretaker. If lawns and yards are not properly and timely maintained, Park Management reserves the right to have the necessary work done, upon 48 hours written notice to the Homeowner and to the designated

caregiver, all at the sole expense of the Homeowner. Any items that may be windblown or become airborne during high winds or hurricanes should be stored inside before leaving for an extended period of time. Violations that are not remedied will go through the hearing committee. See item #112.

44. The Owner shall be required to request and obtain the approval of the Park Management of the type and location of all fencing in writing prior to installation. Any fences installed without the prior written approval of the Park Management may be removed by the Association without notice.

45. Outside watering shall be in accordance with city and state regulated mandates. Watering restrictions shall be noted on in-house TV Channel and bulletin board.

46. Lawn care equipment and tools shall be stored in the shed when not in use.

47a. To maintain uniformity of all mailboxes stands and tubes, new or replacement stands and tubes shall be installed only by the Park's maintenance staff.

47b. Contents placed in the tubes below the mailbox must be pre-approved by Park Management.

48. Only outside furniture shall be allowed around the Home/carport.

49. A cable TV service is provided with connection at each Home site. Except as otherwise permitted by the FCC's Over the Air Device rule, no other external antennas are allowed, except a TV dish antenna. Installation of the antenna or satellite must have **prior** written approval of the Park Management.

50. Any Home site improvements shall be at the expense of the Resident and shall be done only with **prior** written approval of the Park Management.

51. Any electrical power supply "meter base" support pole or stand that is deteriorating or deteriorated must be replaced by the Resident at the Resident's sole expense.

52. Electric, water, sewer, and telephone service lines are pre-installed at each mobile Home site. Residents shall make their own application for service with the appropriate utility service provider and shall be solely responsible for all connection fees, deposits and monthly bills for service rendered by the provider. Repair or replacement of the previous mentioned items are at the sole expense of the Homeowner.

53. Maintenance fees include Lot mowing, lawn trimming, edging, and cable TV.

THE MOBILE HOME

54. All exterior alterations, improvements or modifications of the mobile home of any type, including paint, shall be approved in writing by Park Management prior to the work being done. It is the responsibility of the Owner to determine if the City of Sarasota requires a permit for the abovementioned work. If a City of Sarasota permit is required for the abovementioned work, a copy of the City permit shall be filed with Park Management prior to commencement of any work.

55. Each Home shall be properly and timely maintained and repaired by the Resident and comply with all applicable laws, ordinances and regulations of the state, county, city, and Park, as from time to time amended.

56. Only central air conditioners are allowed on a Lot, except one supplemental zone individual (window type) air conditioner may be installed with the prior written approval of the Park Manager and Board of Directors who will approve location, installation, and camouflage requirements, if any.

REMOVAL AND REPLACEMENT OF MOBILE HOMES

57. Park Management shall be notified in writing and the prior written approval of Park Management shall be obtained by the Owner for the removal and delivery of all manufactured or mobile homes and the entry of all heavy equipment in the Park.

58. Members shall be solely liable for the expense, damage and security associated with the removal and installation of a manufactured or mobile Home and the clearing and restoration of the Unit.

59. All replacement Homes shall be NEW and installed by a licensed and insured dealer. The Dealer shall pay the Association a fee of \$500.00 before a Home may be placed on a Lot. This fee will help cover the administrative fee for their part in the installation. For the purpose of this Rule, a "NEW" Home shall be a Home that has never been issued a motor vehicle certificate of title.

60. Any Member who purchases or removes an existing Home from a Unit is required to install a NEW mobile Home which satisfies the Association's specifications within six (6) months thereafter. Reasonable extensions may be granted by the Board of Directors only due to labor strikes, acts of God, virus pandemics, war, and other causes for delay beyond the Member's control.

61. If a Member fails to timely install the new Home, then in addition to any other remedy authorized by law and/or the Bylaws, the Association shall have the right to purchase the cooperative parcel at the then prevailing sales price for a vacant cooperative parcel less the Member's pro rata share of the current year's ad valorem taxes and non-ad valorem assessments, any outstanding cooperative maintenance fees and assessments, closing costs (including the documentary stamp tax on the assignment of proprietary lease, the Owner's leasehold title insurance premium and title search costs, the recording charges and the Association's reasonable attorney's fees), and a reasonable lump sum contribution to reimburse the Association for anticipated costs of marketing the cooperative parcel for re-sale and for anticipated ad valorem taxes, non-ad valorem assessments, and cooperative maintenance fees and assessments attributable to the cooperative parcel following the Association purchase.

62. No Home, Florida room, carport, shed or other structures shall be installed on a Lot without the prior written approval of the Park Management. Approval of the Park Management shall be in addition to, and not in substitution of any and all governmental approvals required for the installation of a Home, Florida room, carport, shed or other structures on a Lot in the Park.

63. All plans concerning the size and proposed additions, alterations, and improvements to the NEW Home and any other structures to be installed on the Lot (including, but not limited to, the size and location of a shed), and proposed installation procedures therefore shall be submitted to the Park Management in writing. The Park Management shall have thirty (30) days to respond to the Owner, with notice of either: (a) its approval, or (b) required revisions to Owner's proposal, or (c) a reasonable

extension of the Park Management's decision making process and the reasons for said extension. A copy of the approval can be found in the Owner's file in the Park Office.

64. If a Lot allows, every NEW Home must be a minimum of 24 feet in width, and a minimum of 44 feet in length. The total exterior length or width of a Home shall include the porch or Florida room, the carport, and the shed.

65. The setback of a Home from the **front and rear** Lot lines shall be no less than the greatest of 10 feet from the "unit boundary" or the minimum setback required by applicable law or municipal ordinance. For the purposes of this Rule, the term "unit boundary" shall have the meaning set forth in Section 42 of the Master Form Proprietary Lease of Oakwood Manor Homeowners Cooperative.

66. The setback of a Home from any **side** Lot line shall not be less than the greatest of 5 feet from the "unit boundary" or the minimum setback required by applicable law or municipal ordinance. For the purposes of this rule, the term "unit boundary" shall have the meaning set forth in Section 42 of the Master Form Proprietary Lease of Oakwood Manor Homeowners Cooperative.

67. No NEW Home shall be permitted or allowed to encroach into or interfere with easements and/or rights of way.

68. The carport roof shall have a minimum length of 30 feet. Thirty-four (34) feet of driveway space shall be provided at each Home site. Homes currently having less than 34 feet of driveway space are grandfathered. The drainage dip or gutter on each side of the road is considered roadway and shall not be included in arriving at these 34 feet. This will allow for parking of at least two cars in the driveway.

69. New Homes must have appropriate gutters and downspouts installed on all drainage sides. All drainage must be directed to the street. No drainage is permitted toward the pond or exterior ditch in any way. The Owner of the NEW Home will be responsible to remedy any water, erosion or drainage problems created by the NEW Home as determined in the discretion of the Park Manager.

BARBECUE GRILLS

70. Grills shall be appropriately covered and stored either behind the shed or, if this is not feasible, in a well-ventilated portion of your carport at least 10 feet away from air conditioning units, automobiles, and electrical outlets. Always turn-off propane tanks at the valve after each use. When using a grill follow the manufacturer's safe usage recommendations. During extended storage or high wind warnings the propane tank should be disconnected from the grill and the plastic protective cap should be placed on the valve opening. Never store a grill in the shed with a propane tank attached. Secure tank and store in a well-ventilated area.

GARBAGE

71. Every Resident and Guest have a responsibility to help keep the community clean and neat. Proper disposal of garbage is important to our health. All garbage must be placed in City of Sarasota Garbage Bin, no plastic garbage bags at curbside. To prevent animals from getting into and spreading garbage. Do not place other items at curbside until after 5:00 p.m. on the day prior to pick-up.

72. Each Home site shall have one garbage bin and one recycle bin with tight fitting lids. On non-garbage days, garbage and recycle bins shall be stored in a tidy, inconspicuous manner.

73. Burning of trash, leaves or other material is prohibited within the Park.

74. If in doubt about large trash disposal, please contact waste company for pick up.

75. All yard waste shall be placed in paper yard waste bags, garbage bins or bundled for pickup at curb on yard waste collection days.

BOUNDARY OF MOBILE HOME PARK

76. The perimeter fence surrounding the Park and its associated lighting fixtures are the Association's property and shall not be tampered with. Residents and Guests shall be liable for any costs to repair any lighting fixtures that have been altered or tampered with by them.

BUSINESS ENTERPRISE

77. There shall be no uninvited soliciting door-to-door in the Park by commercial companies, non-profit organizations, churches, or charitable groups, including without limitation political solicitation. However, a service provided for the sole benefit of Residents may be permitted to operate within the Park at the discretion of the Park Management.

78. Carport sales shall not be announced at any Park function but announcements of such sales may be placed on the bulletin boards in the clubhouse and coin operated laundry and on the in-house TV Channel. Carport sales must be authorized in writing in advance by the Park Management and cannot last longer than three (3) days.

79. When advertising sales of autos, Homes, goods, or property use the Home address only. There shall be no "For Sale" signs displayed anywhere on vehicles parked in the common parking area. When parked in Resident's own carport, a "For Sale" sign may be displayed on the windshield of the vehicle.

RESPONSIBILITIES

80. Promptly report vandalism of private or community property or any unsafe situation to the Park Management and/or the City of Sarasota police when applicable.

81. The Association shall not be responsible for loss or damage caused by accident, fire, theft, or act of God to any Home or personal property left by Residents or their Guests on the premises. The Association shall not be responsible for supplies or equipment sent to the clubhouse for private use by a Resident or Guest.

82. The Association shall not be liable for accident or injury to life or property as a consequence of Resident's or Guest's use of common areas, recreational facilities and/or activities. Residents and Guests shall avail themselves of the common areas, recreational facilities and/or activities at their own risk.

83. Residents shall be jointly and severally liable for damages and/or personal injuries caused by their agents, contractors, family, Guests and Visitors.

84. Any changes in emergency information shall be reported in writing to the Park Office. Residents without phones please note in the event of emergency calls (serious illness, accident or death) every effort shall be made to promptly notify you. Park Management shall not assume responsibility for delivery of messages.

VEHICLES, TRAFFIC & TRAILERS

85. City of Sarasota Code, Chapter 33, Traffic and Motor Vehicles apply to our Park since we are within the City's geographical limits. There is a 20-MPH SPEED LIMIT ON ALL STREETS IN OAKWOOD MANOR. All motorists must obey all stop signs and speed limits.

86. City of Sarasota Code, Chapter 33-110, Section B – Wrong direction Parking. Requires vehicles parked on a street to be parked with the flow of traffic, not facing oncoming traffic.

87. All vehicles must be parked on original driveway only.

88. Parking of motor vehicle and or golf carts on grass or pavers in the front yard of a Unit is prohibited.

89. Overnight (that is, between the hours of midnight and 6:00 A.M.) street parking is prohibited.

90. Vehicles parked on the street parallel across from one another are not allowed at any time.

91. Guest's vehicles remaining overnight that cannot fit in driveway must park in Common Area parking area.

92a. Any Resident, Guest or Visitor who parks any type of vehicle in the common parking area shall register their vehicle at the Park Office (or if after 4 PM at security) within 24 hours of arrival. Any vehicle parked in the common parking area over 24 hours must have a valid parking lot identification tag displayed.

92b. The Park Management will have the authority and discretion to permit a trailer or recreational vehicle to park 48 hours in a designated parking space. Such vehicle must have a valid parking identification tag displayed after 24 hours.

92c. Any and all vehicles left in the common parking area without a valid parking lot identification tag for longer than 48 hours will be towed at the vehicle owner's expense.

93. Vehicles parked in any common area or common parking area of the Park shall not display a "For Sale" sign or any other sign.

94. Automobiles, trucks, recreational vehicles, and golf carts shall be registered with the Park Office.

95. Drivers of golf carts must be at least 15 years of age.

96. Automobiles or trucks are prohibited on the grass of Common Areas, sidewalks or bridges except in the performance of Park business.

97. Motorcycles, mini-bikes, motor scooters, go-carts, motorized watercraft are prohibited in the Park.

- 98. Non-motorized personal watercraft, such as kayaks, waterboards and related recreational devices, must be stored in a tidy, inconspicuous manner.
- 99. Any Resident vehicle with commercial advertising must fit and be parked in the Unit's carport.
- 100. Utility trailers, including boat trailers, and recreational vehicles are permitted to park on streets at the Unit between the hours of 8:00AM and 5:00 PM while loading and unloading only.
- 101. Washing of recreational vehicles is prohibited in the Park.
- 102. Inoperable or unlicensed vehicles are prohibited in the Park.
- 103. Automobile repairs are prohibited in the Park.
- 104. Utility or commercial trailers cannot be stored in the driveway overnight.
- 105. The Owner shall provide Park Management written notification and shall obtain its prior written approval for the removal and delivery of all mobile homes and the entry of all heavy equipment in the Park. Park Management reserves the right to restrict the operation of all delivery transportation or other vehicular traffic within the Park, which the Management deems to be detrimental to the interest of safety and traffic control and the preservation of the Park grounds and roadways.

MISCELLANEOUS

- 106a. **Noise** – Please be respectful of your neighbors! Loud parties and/or offensive language are prohibited and will not be tolerated.
- 106b. Wind chimes need to be removed during heavy winds.
- 107. Between the hours of 10:00 p.m. and 8:00 a.m.: no TV, radio, stereo, etc. shall be played as to be AUDIBLE in any other Home.
- 108. Complaints must be reported to Park Management. All complaints must be in writing and signed by the complainant.
- 109. Rules and Regulations may be amended as deemed necessary by the Association's Board of Directors pursuant to Florida Statute Chapter 719 and the Association's governing documents.
- 110. The name and address of the Association, or a person authorized by the Association to receive notices, is **OAKWOOD MANOR HOMEOWNER'S ASSOCIATION OF SARASOTA, FLORIDA, INC.**, 3330 Fruitville Road, Sarasota, Florida 34237. Any notice by the Association to a Resident shall be mailed or delivered to the Resident at the Resident's last given official address or, if the Resident has provided written consent to the Association, the Association may send the notice to the Resident via e-mail or facsimile.

ENFORCEMENT

ENFORCEMENT PER THE CLEAN SLATE LETTER AS OF MARCH 20, 2000

111. Oakwood Manor is a cooperative that is subject to restrictions contained in the cooperative documents. The restrictions were created as a means of protecting our property values and quality of life. Without enforcement, the restrictions are meaningless. The Association is therefore, resolved to uphold the restrictions, by persuasion where possible but by litigation at the resident's expense where necessary.

It would not be practical to pursue enforcement of the cooperative document restrictions now against all the violations which have occurred over the past years. Our attorneys advise us that due to past practices of non-enforcement or less than adequate enforcement, as well as the substantial passage of time in many instances, we could not expect to succeed in compelling members to undo many of the violations of the past.

However, our attorneys have advised us that the law does allow the Association to obtain enforcement on an ongoing basis against all new violations, after a notice such as this letter, while preserving the Association's right to also enforce against other recent and egregious violations. This, therefore, is what our attorney calls our "clean slate" letter to the homeowner.

Please be advised that any violation of any of the Oakwood Manor cooperative documents which occurs and comes to the attention of the Association at any time after the date of this letter [March 20, 2000] will result in all necessary enforcement actions by the Association.

The Association also will pursue enforcement against any other violation which is of a character more egregious that is more severe, than the violations which have generally occurred in the past or which otherwise can be distinguished from the broader violations at large.

Although this notice applies to all document restrictions, specific note should be made of the restriction regarding exterior unit alterations. Article 18 of the Proprietary Lease prohibits a member from making any alteration to a Unit or additions to the manufactured home presently located upon the unit or its fixtures or appurtenances without first obtaining the written consent of the corporation.

Please be certain to comply with these and the other cooperative document restrictions, strictly and without exception. The Association is monitoring all of Oakwood Manor to identify any new violations and to compel compliance in all cases, first by notices and then by formal enforcement action where necessary. If you become aware of a violation, please inform us, with the address, date, and description of the violation. You do not have to provide your name to report a violation.

We and your neighbors will appreciate your cooperation and support in the Association's efforts to enforce the cooperative document restrictions, once and for all, for the purpose of preserving Oakwood Manor as a quality community in which to live and own. Thank you for doing your part.

Park Manager and Board of Directors shall be responsible for enforcement of these Rules and Regulations.

Oakwood Manor is an attractive quality residential home site. The appearance and value of the property in Oakwood Manor depends on every resident properly maintaining their home site at all times.

THE HEARING COMMITTEE AND FINES

112. Florida statute 719.303 Obligations of owners—

(1) Each unit owner, each tenant and other invitee, and each association shall be governed by, and shall comply with the provisions of, this chapter, the Cooperative Documents, the documents creating the association, and the association bylaws, and the provisions thereof shall be deemed expressly incorporated into any lease of a unit. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by a unit owner against:

(a) The association.

(b) A unit owner.

(c) Directors designated by the developer, for actions taken by them prior to the time control of the association is assumed by unit owners other than the developer.

(d) Any director who willfully and knowingly fails to comply with these provisions.

(e) Any tenant leasing a unit, and any other invitee occupying a unit.

The prevailing party in any such action or in any action in which the purchaser claims a right of voidability based upon contractual provisions as required in s. [719.503](#)(1)(a) is entitled to recover reasonable attorney's fees. A unit owner prevailing in an action between the association and the unit owner under this section, in addition to recovering his or her reasonable attorney's fees, may recover additional amounts as determined by the court to be necessary to reimburse the unit owner for his or her share of assessments levied by the association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law. Actions arising under this subsection shall not be deemed to be actions for specific performance.

(2) A provision of this chapter may not be waived if the waiver would adversely affect the rights of a unit owner or the purpose of the provision, except that unit owners or members of a board of administration may waive notice of specific meetings in writing if provided by the bylaws. Any instrument given in writing by the unit owner or purchaser to an escrow agent may be relied upon by an escrow agent, whether such instruction and the payment of funds thereunder might constitute a waiver of any provision of this chapter.

(3) The association may levy reasonable fines for failure of the unit owner or the unit's occupant, licensee, or invitee to comply with any provision of the Cooperative Documents or reasonable Rules of the Association. A

fine may not become a lien against a Unit. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph (b). However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

(a) An Association may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, Guest, or invitee, to use the Common Areas, common facilities, or any other Association property for failure to comply with any provision of the Cooperative Documents or reasonable Rules of the Association. This paragraph does not apply to limited common elements intended to be used only by that Unit, Common Areas needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators.

(b) A fine or suspension levied by the Board of administration may not be imposed unless the Board first provides at least 14 days' written notice to the Unit Owner and, if applicable, any Occupant, licensee, or invitee of the Unit Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The Association must provide written notice of such fine or suspension by mail or hand delivery to the Unit Owner and, if applicable, to any tenant, licensee, or invitee of the Unit Owner.

(4) If a Unit owner is more than 90 days delinquent in paying a monetary obligation due to the Association, the Association may suspend the right of the Unit Owner or the Unit's occupant, licensee, or invitee to use Common Areas, common facilities, or any other Association property until the monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that Unit, Common areas needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators. The notice and hearing requirements under subsection (3) do not apply to suspensions imposed under this subsection.

(5) An Association may suspend the voting rights of a Unit or Member due to nonpayment of any monetary obligation due to the Association which is more than 90 days delinquent. A voting interest or consent right allocated to a unit or Member which has been suspended by the association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under this chapter or pursuant to the Cooperative Documents, articles of incorporation, or bylaws. The suspension ends upon full payment of all obligations currently due or overdue the Association. The notice and hearing requirements under subsection (3) do not apply to a suspension imposed under this subsection.

Approved March 16, 2021

(6) All suspensions imposed pursuant to subsection (4) or subsection (5) must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.