

Parkhill, Inc.

2022

Rules & Regulations

By-Laws

Approved March 16, 2022

PARKHILL, INC.
RULES & REGULATIONS

The following Rules and Regulations are intended for the information, welfare and safety of you and your guest. All Rules and Regulations will be strictly enforced by the Board of Directors. When a violation of the rules comes to the attention of a member of the Board, if the offender is in residence in the park, the offender will be notified in person by a Board Member, or if not here, by Certified mail with a return receipt. The offender will be given five (5) days after receiving notification to respond. If the offender is in residence in the park, a minimum of two Board Members will meet with him or her in an attempt to rectify any violation without punitive action. If the offender is not living in the park, he may telephone the board member indicated on his Certified Letter in an attempt to rectify any violation without punitive action. If no agreement can be reached on correcting the violation, the matter will be brought before the Board with a quorum present so the alleged defendant can plead his case before the Board. If the majority of the Board concurs that the defendant has violated the rules, the defendant will be given five (5) to thirty (30) days to correct any violation with a specific time limit set by the Board after considering all of the circumstances. Failure to correct any violation within the time limit set after being notified of the Board's decision will result in a \$10.00 per day fine added to the defendant's maintenance fee. As a last resort eviction procedure can be initiated only after all Board Members concur. Temporary policy or rules, not included in the Rules and Regulations or By-Laws, may be made by the Board of Directors and will be in effect until the next Annual Meeting(unless earlier rescinded by the Board of Directors) when they will be voted upon and either accepted or rejected. The above procedures regarding violations of the Rules and Regulations do not apply to violations of the Rules and Regulations regarding Service Animals and Emotional Support Animals.

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A. Admission Policy

REFER TO BY-LAWS ARTICLE 18 FOR ADMISSION POLICY

B. General

1. Office will be open Monday through Friday except in all Federal holidays when the office will be closed. The office hours will be posted.
2. Applicants must be interviewed and approved by the Board of Directors before occupancy and agree by signature, to abide by all park Rules and Regulations. The Board of Directors may appoint an RV Manager and authorize that person to interview and approve RV leases.
3. Absolutely no pets are allowed in the park. This means owner or visitor. Any owner or applicant for ownership who has a need for an emotional support or service animal as an accommodation for disability, pursuant to the Fair Housing Amendments Act of 1988 shall fill out and submit to the Board of Directors an "Application for Keeping of Emotional Support Animal or Service Animal as an Accommodation for Resident's Disability" along with a statement from the owner or applicant's attending physician/qualified medical professional describing the need for such animal. Such physician/qualified medical professional must be licensed in the state of Florida and have expertise in the field of the disability. Only a dog or a cat will be considered as an Emotional Support Animal. Approval by the Board of Directors shall not be

unreasonably withheld. Approval for the keeping of such support or service animal is conditioned upon the following provisions:

- A. Said Emotional Support Animal or Service Animal shall not become a nuisance or health hazard.
- B. Said Emotional Support Animal or Service Animal shall not be permitted to bark, whine or cry for periods in excess of ten (10) minutes.
- C. Said Emotional Support Animal or Service Animal shall not bite any person or other animal in Parkhill.
- D. Said Emotional Support Animal or Service Animal shall wear a collar at all times, with appropriate current Charlotte County license tag, and be kept on a leash at all times when outside Resident's home but inside Parkhill.
- E. Said Animal's feces shall always be promptly picked up by Resident or by such other person in control of Resident's Emotional Support Animal or service Animal at the time and placed in a sealed bag and disposed of in an appropriate garbage receptacle.
- F. The Emotional Support Animal or Service Animal shall not be walked on the private property of any other owner in Parkhill said animal shall not be walked in the common areas of Parkhill, including streets. Said Animal shall not be allowed in Parkhill's recreational or other common area facilities except those areas, if any, which may be specifically designated by the Board of Directors for such purpose. The Animal must be transported in a personal vehicle, golf cart, stroller or bike basket, or cart when going to the designated pet walking area.
- G. Said Emotional Support Animal or Service Animal shall not be abandoned by the Resident.
- H. Resident shall observe all applicable laws and ordinances concerning the care and control of said Animal.
- I. Resident shall be required to maintain adequate homeowner's and public liability insurance coverage to protect against personal injury and property damages resulting from Resident's Emotional Support Animal or Service Animal. Parkhill, Inc. must be added as an additional insured on the resident's insurance policy and a copy of the policy must be on file with Parkhill, Inc.
- J. The maximum weight of any Emotional Support or Service Animal shall be forty (40) pounds. Continuing need for the Emotional Support Animal or Service Animal must be proven by annual written updates of the Resident's physician's/qualified medical professional's statement. The

physician qualified medical professional recommending the support or service animal must have expertise in the field of the disability and must be licensed in the State of Florida.

K. Any violations of the rules regarding Emotional Support Animals and/or Service Animals will result in a written warning for the first violation, a fine of \$100 for the second violation and a fine of \$500 for the third or any subsequent violations. If a fourth violation occurs the Board of Directors may commence eviction procedures against the homeowner.

Any fine assessed shall be made only with the unanimous consent of the Board of Directors. An assessed fine must be paid within thirty (30) days of the date of notice. If the fine is not paid within thirty (30) days a lien will be assessed against the Parkhill, Inc. shares of the homeowner

4. This park is zoned mobile home residential and as such no commercial business is allowed.
5. The speed limit in the park is fifteen (15) miles per hour. Bicycles and pedestrians have the right of way.
6. No commercial vehicles are allowed in the park other than for service.
7. No motorcycles, minibikes or mopeds are to be operated in the park (resident or guest) except to and from Burnt Store Rd.
8. Golf carts and bicycles used in the park after dark must be equipped with both operating head and taillights.
9. Soliciting or peddling is not allowed in the park (unless authorized by the Board of Directors).
10. Courtesy to neighbors regarding the volume of TV, radio, stereo, etc., should be observed.
11. Residents must notify the office upon arrival and when leaving the park for more than one (1) week.
12. To expedite service, all complaints and requests for service or repairs are to be made in the writing at the park office.
13. The owner must provide park management with thirty (30) days written notice prior to vacating a lot, otherwise, an additional monthly fee will be charged.
14. The Board of Directors may evict any shareholder for conviction of any Federal, State or Local Ordinance which may be deemed detrimental to the health, safety or welfare of the shareholders, or a violation of any written rule or regulation established by the Board of Directors.

C. Homes & Leaseholds

1. Your Leasehold or Home site shall be defined as the plot of land that came with your mobile home at the date of purchase. Any disagreement over boundary lines shall be resolved by the Board of Directors. Effective February 17, 2007 there will be no further buying of lots, mobile homes or payment for the moving of mobile homes, unless a special meeting is held for that purpose and the vote of the stockholders approve that decision, except in the case of a lien foreclosure pursuant to Florida Statute 709.108.

2. A. To prevent encroachment upon another person's property and to facilitate Park maintenance, all lot layouts, including the placement of a new home, awnings, storage structures, cabanas, screened enclosures, air conditioners driveways walkways, steps or additions must be approved by the Buildings & Grounds Committee prior to permitting or installation and approved by the Board of Directors before getting City approval. No garages are permitted. Carports are permitted, but size may be limited by the Buildings & Grounds Committee. Carports are a roofed structure supported on posts with at least two open sides. Design must be in keeping with the park's mobile home style. Storage structures (sheds) are permitted but may be limited in size by the Buildings & Grounds Committee. Storage structures (sheds) may be placed or built under carports. Air conditioners must not be placed on the street side of the home. Setbacks are generally ten (10) feet on the street side, five (5) feet on the sides and ten (10) feet abutting water ways, subject to City approval. These setbacks include uprights for roofed structures such as sheds and carports. Elevated decks are included on a case by case basis. They do not include steps and air conditioners, but they must not prohibit passage of the park equipment such as mowers and/or golf carts. Permanent plantings or garden areas must be recommended by the Beautification Committee prior to permitting or installation and approved by the Board of Directors.

Any one not getting board of Directors approval shall be fined \$1,000.00 and, any intrusions on another owner's property shall be removed without delay to the satisfaction of the Board of Directors at the intruder's expense. Failure to correct any violation within the time limit set after being notified of the Board's decision will result in a \$10.00 a day fine added to the defendant's maintenance fee. As a last resort, eviction procedures can be

initiated only after all Board members concur.

B. If a home is removed from a lot for any reason and a new home is not installed within eight weeks the lot must be properly cleared. Properly cleared shall be defined as free of all debris and in mow able condition with the Park mowers. Debris would include, but not be limited to, rocks, stones, broken concrete, posts, unconnected wires (not live), broken steps, iron tie downs or concrete piers. Water and sewer pipes must extend 1 ft. above the ground and be capped.

C. Any resident or owner who puts debris on any lot, including the park's common ground, will be fined in accordance with the first paragraph of the Rules and Regulations. You are responsible if a contractor you hire dumps your debris anywhere in the park.

3. A. Homes brought into the park must meet the current Wind Zones code dictated by Charlotte County and be approved by the Board of Directors. New homes brought in must be at least (14) feet by (40) feet or (20) feet by (32) feet unless lot size is prohibitive. Homes built at more than 9 feet above sea level, above the mobile frame are prohibited. Height, width or length configurations, not conforming to the accepted standards of the park will not be allowed. No prefabricated carports such as those sold at retail stores or at flea markets will be allowed.

B. Designs, lay-outs and footprints of the lot for any construction must be submitted to the Buildings & Grounds Committee for approval before applying for City permits or commencing work. Designs of the structure must be in keeping with the homes of the park. The Buildings & Grounds Committee will make the decision on what is acceptable. If the applicant is not satisfied with the decision of the Buildings & Grounds Committee, he/she may appeal to the Board of Directors.

C. All contractors or sub-contractors including service people such as bug control or cleaning must submit an updated Certificate of Insurance to Parkhill, Inc. before starting any work. The Board of Directors will appoint a Director to enforce this rule.

4. No storage under mobile homes except tires, wheels and hitches.

5. Mobile homes shall be attractively maintained, skirted, have an approved carport and comply with all applicable laws and park rules. Improperly maintained homes and leaseholds will include but not be limited to the following.

A. Mold, mildew, algae or storm damage visible on the exterior of the home

- or any other structure.
- B. Overgrown shrubs, plants.
 - C. Broken concrete or curbing (not stress cracks) in driveways or walkways.
 - D. Broken planters or other decorative structures
 - E. Peeling paint, rust streaks or anything that detracts from the beauty of the Park.
 - F. Yard clutter such as unusable vehicles, furniture, appliances or trash.
 - G. Building materials that is stored on the yard or in the carport for more than 90 days.

6. Trimming, weeding and general care of shrubs, bushes, flower boxes and other planting areas is the responsibility of the homeowner. The Park will weed control along all streets, driveways, homes, flower boxes and planting areas as needed.

7. No burning of trash, leaves or other materials is allowed.

8. Umbrella clotheslines are permitted in rear yards and laundry items may be hung on carports. Laundry may not be hung overnight or on Sundays or holidays.

9. No vegetable growing except on rear of lot or secluded from view of street.

10. Unattended running water hoses or automatic water sprinklers are not permitted except for new lawns. Hand sprinkling of flowers, shrubs, etc., is permitted once a week. Individual driven or dug water wells will not be permitted. Washing of cars & mobile homes should be done with moderation. All items relating to water usage will be monitored and enforced. All residents must comply with city & park water restrictions.

11. When owners are away for two (2) weeks or longer, all loose objects such as trash cans, bicycles, chairs, hanging plants, etc., must be placed indoors for safe storage. Larger items such as boats, golf carts, picnic tables, etc. which remain outside must be weighted or chained down to avoid harm to surrounding properties or persons. These rules apply particularly during hurricane season (June through November).

D. Guests

IF YOU ARE NOT A SHAREHOLDER, HOMEOWNER, SEASONAL OR FULLTIME RESIDENT, YOU ARE CONSIDERED A GUEST.

1. All guests staying overnight must register at the office (next working day if the office is closed.) Homeowners are responsible for their guests obeying park rules.
2. Individual guests are limited to thirty (30) days stay in any one calendar year.
3. Children, under age 14, are not permitted in the recreational areas unless accompanied by an adult.
4. Children, under age 14, must obey all traffic rules and may not ride bicycles or drive golf carts after sunset.

E. Parking

1. Park your and your guest's car, pickup or van on your own driveway or another homeowner's driveway with their permission. A space may be available for your overnight guest in the paved area north of the Clubhouse if necessary. Street parking or parking on the grass may be used on a temporary basis only.
2. Your boat, or other watercraft, boat trailer or RV may be parked in your driveway or other paved area on your lot or another leaseholder's lot with their permission. For a fee, your boat or other watercraft and boat trailer may be parked in the north storage lot as space is available. (See Dock and Storage Agreements). The driveway must be able to accommodate the car and all other vehicles, including, boats, boat trailers and RVs. Parking on the grass or across the driveway is expressly prohibited, except on a temporary basis, not to exceed 48 hours. Refer to Sec. M Boats.
3. There will be no parking on any of the common areas in the park. Common areas shall be defined as areas within the park not leased by any shareholder.
4. Utility trailers may not be parked anywhere in the park except the North storage area.

5. Recreational Vehicles, for a fee, may be parked in spaces reserved for recreational vehicles in the RV rental area if space is available. If your RV is not parked in your driveway as in F2 above it must be stored off-site and not on Parkhill, Inc. property. (Exception: A shareholder may stay in an RV on their own cleared lot providing a new mobile home is ordered within 30 days.)
6. No parking is allowed in the fire lane on the west side of the library.

F. Laundry

The laundry facilities and the showers are open daily and are for the use of Park and RV residents and their guests only. Rules are posted in the laundry. Unauthorized persons using these facilities will be considered as trespassers and prosecuted.

G. Refuse

1. Garbage, Yard Waste, and Recycling are provided by the city of Punta Gorda, Check with the office for the present schedules and rules since the requirements, days, and times can change.
2. For special pickups contact the City Sanitation Dept.
3. Aluminum, aluminum cans, and copper may be left at the maintenance building Monday through Friday from 8am to 3pm. These will be sold for the benefit of the park.

H. Monthly Fees and Sales

1. Monthly fees are due on the first day of every month. Monthly fees will be considered delinquent if not received by the 10th of the month and a \$10.00 late charge will be made after the 10th of the month with no exceptions
2. Monthly fees for residents are based on one or two occupants. There will be a \$50.00 per month additional charge per person over two occupying the mobile home (caregivers are exempt from this charge).
3. Monthly fees are subject to change upon ninety (90) days written notice.

4. The park shall not deny the owner the right to sell his mobile home. The management may require that any mobile homes, if improperly maintained, shall be moved or brought up to code.

5. Small "For Sale" signs (2ft. Square, or less) may be placed in the window or in a plant box. No signs may be placed in the yard where they would interfere with mowing.

I. Recreation

1. Recreational facilities are provided for the use of tenants and registered guests. Residents may use the hall free of charge for any occasions that allow all residents within the park to participate in that event without charge.

2. Rules regarding each facility (laundry, recreation building, meeting rooms, etc.) are posted for your safety and convenience. Failure to observe these rules will be cause for eviction.

3. Tenants and guests using the swimming pool must obey the rules posted at the pool.

J. Responsibilities

1. The park management or the Corporation shall not be responsible for loss or damage by fire, flood, theft, accident or Act of God to any mobile home, personal property or docks left by the owners or their guests on the premises.

2. The park management or Corporation shall not be liable for any accident or injury occurring through the use of any of the recreation facilities. Owners, tenants and guests avail themselves of these facilities at their own risk

3. Electrical Service Policy: All power lines and accessories leading from the handhold to the residence shall be underground and are the responsibility of the resident being served.

K. Beautification

1. When planting or removing trees adjacent neighbors shall be consulted. The Beautification committee shall make the final recommendation. If a

disagreement ensures, the Board of Directors will make the final decision.

2. The Beautification Committee shall inspect all landscaping layouts and make recommendations to the Board of Directors (See D2A). The park encourages the planting of trees.

L. Boats

All boats must be moored to an approved dock, no vessel, boat, kayak, canoe, etc., will be allowed to be moored directly to the seawall. No holes may be drilled into the cap of the seawall. No hardware of any kind may be installed or attached to the seawall.

All boats, except canoes or kayaks, out of the water must be on a trailer and secured, except if berthed at their own dock. Boats may not exceed 22ft. in length. All boats must be stored on the owner's driveway, another resident's driveway with that resident's permission, the North Storage Lot, or off Parkhill, Inc. property. No trailer or other watercraft shall be parked on any grass area, vacant lot, or park common ground. The Marina (Boat Basin) is for the use of residents only. All boats and/or trailers must display their lot numbers. Note: also refer to section E-2 Parking.

M. Docks

1. Resident Owned Docks:

All rules in this section will be enforced in accordance with paragraph 1 of the Rules and Regulations. Your dock must be registered at the office. The Safety Committee will maintain a chart of all docks on file and will inspect all docks for safety on a periodic basis

- A. Unsafe Docks: Owners of docks designated as unsafe by the Safety Committee will be given a written notice of repairs necessary and give two (2) months to comply. If the repairs have not been made by the end of the two months, OR the dock dismantled leaving only upright posts (in good condition), action will be taken by the Board of Directors to enforce fines as outlined in the first paragraph of the Rules and Regulations.
- B. The owner reserves the right to rebuild the dock at a future date.

- C. New Dock Construction: Residents desiring to build a dock must first fill out an application at the office. The application must then be approved by the Safety Committee and then forward it to the Board of Directors for approval. After receiving park approval, the resident, or contractor, must then secure a permit from the City of Punta Gorda. New docks cannot be anchored or tied to the seawall. Docks are not to exceed twelve (12) feet in length, and five (5) feet in width over water at low tide or as may be further restricted by the City of Punta Gorda. Decking must be of pressure treated lumber or composite material (recommended). After completion, the dock must be inspected by the Safety Committee.
- D. Location and Ownership: No shareholder may own more than one dock; dock owners may rent or loan their dock to another shareholder but not to a non-shareholder. The responsibility for maintenance and safety of the dock remains with the owner. Single docks adjacent to mobile homes on the canal, the boat basin or Alligator Creek are to be considered as being part of the mobile home, to be a complete unit and cannot be sold separately. When a mobile home is sold, the dock then belongs to the new owner of that mobile home, regardless of whether that dock was previously loaned or rented to someone else. Docks fronting Alligator Creek (the area at the end of Dogwood and Elm Streets), which is controlled by the Corps of Engineers, and docks in the boat basin that are not designated as property of an adjacent mobile home are the property of the present owners.
- E. Maintenance: All dock hardware including bolts, nuts, screws or nails shall be of stainless steel or hot dipped galvanized. The docks not constructed of pressure treated material shall be painted white and all docks shall display the owner's lot number and have a chain, rope or other secure device across the top front entrance of the dock for protection
- F. Seawall: New docks cannot be anchored or tied to the seawall.

2. Corporate Owned Docks:

Docks in the boat basin will be configured according to the master plan dated 05/01/06. These docks will be four (4) feet wide by twenty (20) feet long and will be phased in as new docks are built to replace an old dock. Spaces that are vacant now may be filled with new docks as permitted by the

Board of Directors and approved by all appropriate governing agencies. Each dock will be allocated only on a 1st come 1st served basis and will serve two shareholders.

An annual maintenance fee will be established by the Board of Directors and reviewed and revised periodically as needed. The annual maintenance fee will be due January 1st of each calendar year and payable in full no later than January 31st of that year. Failure to pay the annual maintenance fee in a timely manner will be addressed in accordance with the license agreement.

Rules for Corporate Owned Docks:

The following rules are put into place to assure mutual respect for the rights of both licensees sharing the same dock and to provide a uniform appearance among the docks.

1. Nothing is to be installed, attached or hooked onto, either on or under, these docks without the expressed written permission of the Board of Directors. This includes but is not limited to cleats, fish cleaning stations, safety ladders and boat lifts.
2. All boat lifts and their installations must be approved by the Board of Directors and must remain permanently attached as part of the dock.
3. Nothing can be left stored on the dock unless the licensee is present.
4. Dock licensee may not paint the docks.
5. Dock licensee must attach the proper lot number to each side of the dock.
6. Dock licensee must attach the safety chain whenever leaving the dock.
7. Any damage incurred to the dock due to the faulty installation of equipment, hardware, or poor seamanship is solely the responsibility of the dock licensee.
8. The dock licensee has no right to assign, sublease, or rent the dock in any way. Refer to #19 in the Revocable License Agreement.
9. Upon conveyance of the property in Parkhill, Inc. either by death or sale, a corporate dock may be relicensed to the new property owner, who would have the right of first refusal, before making the dock available to anyone on a waiting list. Refer to #8 in the Revocable License Agreement.

3. BOAT LIFTS/FLOTATION RAMPS

- A. No boat lifts/flotation ramps are allowed in the canal between Dogwood and Aloe.

B. Boat lifts/flotation ramps are allowed in the Boat Basin and Alligator Creek.

Rules for boat lifts/flotation ramps:

- 1) Prior to any construction or modification to the dock area, (boat lift/flotation ramp), the resident must provide Parkhill Dock Committee/Bldg. and Grounds Committee with specific plans for construction/installation and/or modification as follows:
 - a. Length of the lift shall not exceed the length of the dock with the maximum length of the dock which is 12 ft. Width shall not exceed the 11 ft. as is expected in the boat basin.
 - b. Support pilings, distance, size and materials shall meet all specifications necessary for permitting from the proper authorities.
 - c. If electricity is to be installed it must be done by a licensed electrician, with permits and a method that does not jeopardize the sea wall or cause a safety hazard to other residents.
- 2) All boat lifts/flotation ramps must be installed by licensed contractors, with all necessary permits on file in the office. This would include a licensed electrician if electricity is used for the dock or boat lift/flotation ramp.
- 3) To prevent visual encroachment and not distract from the water views of the other park residents, the boat lift/flotation ramp shall comply with the following:
 - a. Carriages of the boat lift/flotation ramp shall not exceed the normal water level height of the dock
 - b. Boats on the boat lift/flotation ramp shall not exceed 8 ft. from the base of the carriage to the high point of the boat.
- 4) Boat lift/flotation ramp ownership and responsibility:
 - a. The owner of the boat lift/flotation ramp is responsible for all repairs, modifications and possible removal of the boat lift/flotation ramp. The boat lift/flotation ramp will stay with the dock as long as the new owner agrees to accept the responsibility for the lift. If the new owner does not want the boat lift/flotation ramp, the original owner is responsible for removing it.

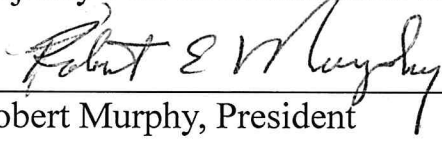
N. Dock and Storage Agreements

Important: To protect you and Parkhill, Inc., our attorney has drawn up agreements for the use of a Parkhill dock and/or storage space (see agreement in the office). An agreement may be filled out in the office during regular office hours. The Rental and Licensing Committee will assign you a dock and/or space on a 1st come 1st served basis. If no space is available, you will be put on a waiting list and notified when a dock/space becomes available. Read the agreements carefully and agree to its terms by your signature.

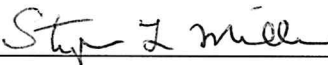
1. Dock License: The Revocable License Agreement is a separate document that you need to read and sign to be licensed to use a Parkhill, Inc. dock.
2. Storage Lot: The North Lot Storage Terms and Conditions and North Storage Rules and Regulations are separate documents that you need to read and sign. Please note Item #18 of the Storage Space Terms and Conditions. At the termination of the agreement (including seasonal removal of trailers) the key **MUST** be returned to the office and the key deposit will be refunded. You are only entitled to possess a key to the storage lot as long as you are current with your rental payments or are paid ahead for an extended period of time. If you remove your trailer from the storage lot you **MUST** return your key to the office for a refund. You must also sign a new Terms and Conditions document the following season if you want a storage space, provided the space is available at the time of your request.

Approval and Adoption

These amended Rules and Regulations were confirmed and approved on the 19th day of March, 2022 by resolution of the Board of Directors and a majority vote of shareholders or Proxy at the Annual Meeting



Robert Murphy, President



Steve Miller, Secretary