

# HORIZON VILLAGE MOBILE HOME PARK

## NOTICE OF

## NEW RULES AND REGULATIONS

TO: ALL HORIZON VILLAGE HOMEOWNERS, CO-OP SHAREHOLDERS AND MEMBERS OF THE BOARD OF DIRECTORS OF HORIZON VILLAGE ASSOCIATION INC.

FROM: HORIZON VILLAGE CO-OP, INC.

DATE: \_\_\_\_\_ JUNE 1, 2026 \_\_\_\_\_

RE: NEW RULES AND REGULATIONS  
ADOPTED BY THE CO-OP BOARD OF DIRECTORS

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THESE NEW RULES AND REGULATIONS WILL TAKE EFFECT ON

**September 1, 2026** \_\_\_\_\_

Pursuant to Chapter 719 and Section 723.037, Florida Statutes, and Rule 61B-32.002, Florida Administrative Code (F.A.C.) this serves as notification of changes to the Rules and Regulations for HORIZON VILLAGE MOBILE HOME PARK. The attached NEW RULES AND REGULATIONS completely replace the current Rules and Regulations, which current Rules and Regulations should be destroyed. All Residents of Horizon Village will receive this notice.

Should you have any questions regarding these NEW RULES AND REGULATIONS, please call any Co-op Board Member for help.

**HORIZON VILLAGE MOBILE HOME PARK  
A RESIDENTIAL COOPERATIVE**

**COMMUNITY  
RULES AND REGULATIONS**

The following Rules and Regulations have a four-fold purpose:

1. To preserve, protect and enhance Horizon Village property values and assets.
2. To promote harmonious living.
3. To ensure that Residents and their Guests can use and enjoy our Community's common facilities.
4. To advocate safety.

These Rules and Regulations have been established by the Board of Directors of the HORIZON VILLAGE CO-OP, INC., a Florida not-for-profit corporation (hereinafter called the "Co-op"), owner of the Community, and may be changed from time to time to achieve the above or other purposes. Notice of changes in these Rules and Regulations shall be given to all Members shall be effective immediately, and to Homeowners, and shall be effective following ninety (90) days written notice to the affected Homeowners and the Board of Directors of the Homeowners' Association.

**I. DEFINITIONS**

**Definitions of terms used in these Rules and Regulations shall be as follows: any terms not defined herein shall have those definitions established by the applicable Florida Statutes, except that when a conflict occurs, then, where permissible, the definitions herein shall prevail.**

- A. **Board of Directors** - "Board of Directors" or "Board" shall mean the then current board of directors of HORIZON VILLAGE CO-OP, INC., a Florida not-for-profit corporation.
- B. **Clubhouse** - The "Clubhouse" is the recreational and meeting center located in the Community and is available for use to all Residents and their Guests pursuant to Section VI herein.
- C. **Community or Park** - "Community" or "Park" shall mean HORIZON VILLAGE MOBILE HOME PARK.
- D. **Co-op** - The term "Co-op" shall mean HORIZON VILLAGE CO-OP INC, a Florida not-for-profit corporation, the owner of the Community and landlord of Members, Tenants, and

Homeowners.

- E. **Cooperative Parcel** - "Cooperative Parcel" means the Co-op Membership Certificate, Proprietary Lease and, if applicable, the mobile home affixed to the leased unit.
- F. **Guest** - A "Guest" is defined as a person whose stay in the park at the request of a Resident does not exceed fifteen (15) consecutive days or thirty (30) total days per calendar year unless such person has the written permission of the Co-op or unless permitted by a properly promulgated rule or regulation. The spouse of a Resident shall not be considered a Guest. Host Residents must register the names of their Guests with management at the office for all residents who stay in the Community for more than seventy-two (72) hours. Guests are entirely (financially and legally) the responsibility of their host Resident and must comply with all Community Rules and Regulations. The facilities are primarily for the use and enjoyment of the Residents. Registered Guests will be permitted to use the facilities when conditions permit and facilities are not overcrowded. All minor Guests under the age of 16 must be accompanied by the parent or host Resident when using any Community facilities.
- G. **Homeowner**- "Homeowner" shall mean a person or persons who own(s) a mobile home and rents or leases a unit within the Park for residential use, is governed by Chapter 723, Florida Statutes and is not a Member of the Co-op.
- H. **Interested Party** - An "Interested Party" is a bank, financing institution, broker, agent, sub-lessee, estate, purchaser or proposed purchaser or their assigns (collectively, or individually, as applicable), or other entity with interest in, or rights to, the title(s) of a mobile home located in the Park on a lot owned by the Co-op.
- I. **Management** - "Management" shall mean the professional manager, any management company employed by the Board and the Co-op to manage the Community, and the Co-op Board.
- J. **Master Form Proprietary Lease** The "Master Form Proprietary Lease" ("MFPL") is the principal governing document of the Co-op recorded on December 12, 2005, as Instrument #2005000164239, in the Public Records of Lee County, Florida.
- K. **Member** - "Member" shall be the person or persons owning a Membership Certificate issued by the Co-op, pursuant to its Articles of Incorporation, Bylaws and Master Form Proprietary Lease.
- L. **Membership Certificate** - "Membership Certificate" means the certificate issued to each Co-op Member that evidences membership in the Co-op and ownership of an undivided share in the assets of the Co-op, pursuant to its Articles of Incorporation, Bylaws and Master Form Proprietary Lease.
- M. **Monthly Assessment** - The "Monthly Assessment" shall mean the share of the funds required from each Member on a monthly basis for payment of common expenses, Co-op fund requirements, including monthly maintenance and other charges, and expenses which from time to time may be assessed against the Members by the Co-op.

- N. **Proprietary Lease** - "Proprietary Lease" means the Memorandum of Proprietary Lease issued to each Shareholder of the Co-op, which incorporates, by reference, the terms of the Master Form Proprietary Lease.
- O. **Removal of Mobile Home** - The term "Removal" or "Remove" means to haul-out the mobile home, including any form of relocation or demolition.
- P. **Resident**- "Resident" or "Residents" shall refer to Members, Homeowners, Tenants and Renters.
- Q. **Shareholder** - A "Shareholder" shall be the person or persons owning a Membership Certificate and Proprietary Lease issued by the Co-op, pursuant to its Articles of Incorporation, Bylaws and Master Form Proprietary Lease.
- R. **Tenant or Renter** - "Tenant or Renter" shall mean an occupant of a mobile home in the Community who is neither a Member nor a Homeowner, but who occupies and rents a Unit (as hereinafter defined) owned by a Member, Homeowner, or the Co-op.
- S. **Unit** - "Unit" or "Units" shall refer to the Cooperative Parcel upon which a Member's mobile home is located or mobile home lot upon which a Homeowner's mobile home is located, as said units are shown on the Plot Plan attached to the governing documents of the Co-op and the Homeowner's prospectus and defined in Florida Administrative Code section 61b-29(5).
- T. **Unit Owner** -A "Unit Owner" is a Shareholder in the Co-op and is the person or persons owning a Membership Certificate and Proprietary Lease issued by the Co-op, pursuant to its Articles of Incorporation, Bylaws and Master Form Proprietary Lease.

## II. OCCUPANCY REQUIREMENTS

- A. It is the intent of the Co-op that the Community be operated as "housing for older persons" in accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time) under HOPA. Under HOPA, "older persons" are defined as person's fifty-five (55) years of age or older. The Community complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. Unless they were already in residence prior to the formation of the Cooperative, at least eighty percent (80%) of all occupied Units within the Community must be permanently occupied by at least one Resident fifty-five (55) years of age or older. All Residents of the Community must be at least forty (40) years of age. All prospective Residents of the Community will be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age such as a valid driver's license, birth certificate or passport. Under HOPA, the Co-op may, in its sole discretion: (a) modify this requirement, (b) limit its enforcement, or (c) strictly enforce this rule as a result of its interpretation under Federal or State law.
- B. The Board of Directors, or their designated Screening Committee, must approve or reject applications for admission to the Park and for purchase of a Membership in the Co-op. All applicants for admission to the Park and for Co-op membership must be considered desirable

and compatible with the Community in order to be approved for admittance and must meet certain financial and other reasonable criteria as established by the Board of Directors.

- C. The Co-op reserves the right to refuse admittance to any prospective Member, Homeowner, or Tenant on the basis of the Co-op criteria established to determine their background, character, and financial responsibility.
- D. The Co-op reserves the right to charge an Application Fee (see Article XV), to defray any costs connected with the screening process. If this fee is determined to be a fee which is limited or prohibited by Section 719.106(1)(i) or Chapter 723, Florida Statutes, as applicable, it will be reduced or refunded as applicable. The failure of any prospective Member, Homeowner, or Tenant to provide general background information, personal references and proof of financial responsibility shall be deemed a cause for refusal of membership or admittance to the park.
- E. Determination by the Co-op that any prospective Member, Homeowner, or Tenant misstated or misrepresented any information on any application or entry forms required by the Co-op prior to admittance as a Resident of the Community or a Member of the Co-op shall constitute a violation of these Rules and Regulations, and the Co-op shall have all rights and remedies permitted in its applicable governing documents under Chapter 719 or Chapter 723, Florida Statutes, as applicable.
- F. No one other than the Co-op shall have an ownership interest in more than three mobile homes in the Community at once.
- G. No one shall occupy or use a Unit in the Park or permit the same or any part thereof to be occupied without the written consent of Management, and no one shall occupy or use a Unit for any purpose other than as a private dwelling or for any home occupation use permitted under, and subject to compliance with bylaws of Co-op, the Rules and Regulations, applicable zoning law, building code or other rules and regulations of governmental authorities having jurisdiction.
- H. There shall be no more than two (2) occupants per mobile home in the Park. The term "Occupants" is restricted to Members, Homeowners, and Tenants. No additional occupants will be allowed without the written permission of the Co-op Board. In the event permission is granted for additional occupants, there shall be an additional occupant fee per month which amount, or any changes thereto, shall be posted. Information regarding the amount of this charge can be obtained at the Park Office.
- I. The Co-op shall have any one or more of the following remedies for non-compliance in addition to those remedies provided elsewhere in these Rules, the Lot Rental Agreement, or by law.
  - 1. In the event that any occupancy requirement is not met, the Co-op shall be entitled to file for and obtain an injunctive order against the owner of the mobile home, and the lessee(s) and /or other occupants in the mobile home, removing the unauthorized lessee(s), owner, and/or other unauthorized occupants.

2. The Co-op shall also be entitled to evict the lessee(s) and other occupants in the mobile home, as agent for the owner(s).

### III. THE MOBILE HOME

- A. Prior to the installation of any newly purchased mobile home, the Member or prospective Homeowner shall submit to the Board an application to install, on an approved form, indicating all required information. The maximum length and the optimum position of the mobile home on the Unit will be determined upon examination of the site by Management.
- B. Newly installed mobile homes must be set up to include the following appurtenances within sixty (60) days from date of placement on the Unit:
  1. Carport
  2. Concrete driveway to the street
  3. Utility room
  4. Approved skirting around the mobile home
  5. Central heating and air conditioning (window units in Florida rooms, enclosed lanais or other appurtenant buildings must be approved by Management)
  6. Fully sodded lawn with landscaping
  7. The design of all appurtenances and additions must be approved by the Management.
- C. No construction by Resident of any new structure or additions to existing structures shall commence prior to Resident submitting drawings and specifications of Management and obtaining written approval from the Co-op Board or their Architectural Committee to proceed with the construction.
- D. Exterior antennas, satellite dishes and other external signal receivers and the location and installation thereof must be approved by the Co-op Board. The Federal Communication Commission has established guidelines for the installation of these devices. As these Rules and Regulations change from time to time with technological advances, please consult with Management prior to installation.
- E. Mobile home tie-downs and blocking must comply with all applicable governmental laws, ordinances, and regulations.
- F. Outside Contractors: Residents must ensure that any outside contractors they choose to do work on their home or lot are insured and have submitted all required documents to the Co-op and have been placed on the Co-op Contractor Compliance List prior to starting any work. The contractors must update their information on at least an annual basis, so please make sure that you check that the contractor's paperwork is still current at the office, every time. This is for your protection and the protection of all our residents.

#### IV. MOBILE HOME SITES

A. Mobile homes shall be attractively maintained and comply with all applicable laws, ordinances and regulations of state, county, and Co-op as from time to time amended. Residents planting trees and shrubs or doing any outdoor improvement must first submit an Application for Addition or Remodeling and obtain written approval at least 14 days in advance of such plantings or improvements and coordinate with Management to avoid damage to underground facilities and for lawn maintenance considerations. All curbing and outer branches from trees and shrubs must maintain a minimum spacing of six feet in order for maintenance staff to mow around said items. Any areas with inadequate spacing may need to be modified for park maintenance to occur. New residents are responsible for all conditions of their mobile home and mobile home site whether in compliance or not at the time of purchase and will be required to make any corrections necessary to comply. All residents are responsible for the landscaping of their mobile home sites designated area and must make said area maintenance friendly in order to have their yard maintained by the Co-op. If you have any questions, please call the office. Under no circumstance will Horizon Village be liable for any damages caused by anyone "including employees" to the exterior of any resident's home or landscaping. This includes but is not limited to, trees, shrubs, curbing, sprinklers, water lines, awnings, skirting, driveways, electrical pedestals, etc.

1. It shall be the responsibility of a homeowner to ensure that any remodeling or addition to the home or site that requires a Lee County Permit, that the appropriate permit is obtained prior to the commencement of work.

B. Residents are responsible for the overall appearance of the mobile home site. In some circumstances the mobile home site might be considered to go further than the said actual county lot lines and it would be the responsibility of the resident to maintain these areas of trimming. Sites shall be kept orderly, neat, clean, and free of litter. Watering, weeding, replacement of lawn by sod, plug or grass seed and general care of the lawn, planters, trees, and shrubs are the responsibility of the Resident. There shall be no lawn mowing or use of power tools including, but not limited to, edging, trimmers, pressure washers and saws before 8:00 am. Residents leaving the Community for any length of time must make arrangements to have necessary watering, mowing, trimming, weeding, and pressure washing, attended to during their absence and have someone lined up to make their home storm or hurricane ready if necessary. Residents must notify the office of who will be handling the yard trimming and watching the home during their absence. All mobile home sites that are adjacent to any ditches, lakes, exterior perimeters, electric pedestals, cable boxes, or common areas trees/bushes must maintain all yard trimming through the said area as if it was part of the site. Lakes and ditches will fluctuate with the water level and must be compensated for as needed. The residents must make sure their trimming contractor is maintaining these areas as required. The association maintains these areas on a scheduled basis only.

#### C. Signs, Statues, and Decorations

1. No signs, structures, sculptures, statues, color lights, strip lighting, or decorations of any kind shall be displayed within the Community, or on a Resident's home, lawn or anywhere on the unit without prior written approval of Management, except mobile home "for sale" signs as

set forth in rule XVI.F. Small statuary objects less than two(2) feet tall are allowed but may only be placed around the plants or shrubbery in the split faced block planter boxes attached to the mobile home and maintained accordingly. Decorative items between 2 and 4 feet in height may be installed in your yard landscaped areas only by submitting an Application for Addition or Remodeling and obtaining approval at least 14 days prior to installation. No items over 4 feet will be allowed. Decorations for holidays such as Christmas, Easter, and the like, shall be allowed with the understanding that such decorations shall be removed no later than ten (10) days after the date of said holiday. General notices and articles for sale may be posted on the bulletin board provided for such purpose, in the Clubhouse. No items can be placed in the yard or driveway for sale.

2. Political banners, flags, and signs (including but not limited to those supporting or opposing candidates or clauses) shall not be displayed on vehicles, yards, driveways, homes, or any other portion of the homesite. Small bumper stickers are allowed.
- D. Carport Tie Downs: Resident must fill out "Application for Addition or Remodeling" for Architectural Committee. Application must be approved by Architectural Committee and the Resident will be given a set of guidelines at the time of approval.
- E. Permanent clothes lines are not permitted and no hanging of laundry or sunning of clothes, rugs, towels, and the like is permitted on the Unit or mobile home site except on retractable clothes lines located at the rear of the home and collapsible racks in the same location. Retractable clothes lines and collapsible racks shall be retracted or collapsed when not in use. No laundry shall be left out overnight.
- F. Awnings: Exterior awnings of any kind must maintain a minimum open height of 72" at all times if the ground around or adjacent to it is to be mowed by the Co-op maintenance staff.
- G. Except for temporary absences, departing full-time Residents wishing to close their window awnings or storm shutters may do so during immediate storm watches, warnings, or mandated evacuations. Upon safely returning to the park, all shutters and awnings must be reopened in accordance with community policy. Temporary exterior shutters may include painted plywood, metal, plastic, or any material that compliments the exterior decor of the home. Residents who reside in the north during the summer season and who use shutters which are installed for the duration of the Resident's absence from the park must be sure that the shutters complement the exterior decor of the home.
- H. Watering and trimming of the lawn and shrubs on the Unit is the responsibility of the Resident. Prudent use of water for all purposes should be of first consideration at all times by everyone. The Co-op practices water conservation. We follow Lee County water restrictions.
- I. The care and maintenance of ALL trees, branches, and leaves on or overhanging onto the homesite that may be causing a concern is the responsibility of the Resident. Any tree(s) other than the front palm tree planted by the Co-op on the site are the sole responsibility of the Resident. If and when the front palm tree planted on the site by the Co-op needs removing or replacing, as determined by the Co-op in its sole discretion, then said services will be provided by the Co-op. Residents will be responsible for replacing any landscaping removed during

replacement as well as watering and fertilizing of any new trees planted on their home site.

- J. Units, including the mobile home, and all appurtenant buildings or structures, shall be maintained in a neat and clean condition. If such Units, mobile homes, etc., are not maintained to standards satisfactory to the Co-op, the Co-op shall arrange for the cleaning of the Unit, mobile home, or mobile home site, and charge the Resident for the cost thereof, plus ten percent (10%) of said cost, for the Co-op's administrative fee.
- K. Any clogging, stoppage or malfunction of the sewer line and the sewer line itself, from the mobile home to the riser, is the responsibility of the Resident. If the Resident fails or refuses to correct any problems with that portion of the sewer line that is the responsibility of the Resident, the Co-op will have the corrective work done and all charges in connection therewith shall be paid by the Resident, plus ten percent (10%) of the cost of said charges, for the Co-op's administrative fee.
- L. Carports shall be kept neat and clean at all times to preserve the attractive appearance of our Community. Only operable vehicles in good condition are permitted on driveways and paved golf cart pads. Carports may also be used for propane or charcoal BBQ grills with covers, lawn furniture, flowerpots, bicycles, and golf carts, only for as the aesthetics would allow. They are not to be used as storage areas for household items, in boxes or otherwise. These items should be stored indoors at your home or off-site at a commercial storage facility. No boats or trailers of any kind are permitted to be stored in carports or driveways or on any other open area of the Unit. Boats can be stored in a closed garage. No structures or stand-alone sheds are permitted on the Unit.
- M. Residents are responsible for all electrical work from and including the trim pedestal meter up to the front outdoor lamppost, including any electrical sockets located on the front post. The post, globe, globe numbers, light socket, and bulb are the responsibility of the Co-op. The front globe light is to be lit from dusk till dawn 7 days a week 365 days a year and is the responsibility of the resident. The lamp post paint condition is the responsibility of the resident and must remain satin or semi-gloss black.
- N. Alterations to the Unit: The Homeowner shall not, without first obtaining the written consent of Management, alter the home or the Unit in any way or add to the mobile home presently located upon the Unit or any of its fixtures and appurtenances. The Homeowner must first submit an Application for Addition or Remodeling and obtain written approval at least 14 days in advance of any alteration. The Homeowner shall not change the color of the mobile home located on the Unit, or substantially alter its outward appearance without first having obtained approval from Management.
- O. Lawn care equipment, tools and other utility items must be stored in the utility building when not in use. Residents who leave for the summer or full-time Residents who leave for more than two (2) weeks must put outdoor objects such as flags, lawn ornaments, flowerpots, light lawn furniture and umbrellas either in the lanai or utility building. This is very important, especially during hurricane season for the protection of your own home as well as your neighbors. All residents in violation will be responsible for labor and fees for any items left out that are possibly movable by winds left out within 36 hours of any noticed storm

approaching, whether or not the storm actually has a direct effect on the community and will be liable for the costs of removal and disposal.

- P. The water meter is the responsibility of Lee County Utility, Inc. The Member or Homeowner is responsible for all piping and connections from the output of the water meter up to and including the home.
- Q. Sewer service is provided by the Florida Governmental Utility Authority. The Member or Homeowner is responsible for all sewer lines and connections from the main connection at the street up to and including the home.
- R. The Member or Homeowner is responsible for keeping all utility equipment (e.g. Cable, water, electric) free and clear of shrubs, plants, and trees.
- S. All Members and Homeowners are required to pay all taxes assessed and billed against their Units. In the event a Member or Homeowner fails to timely pay said taxes, the Co-op may issue a 30 day notice to said Member or Homeowner, and thereafter the Co-op may, at its sole discretion, pay any such delinquent unpaid taxes, or in the event a Tax Certificate is sold in connection with said delinquent taxes, may acquire or redeem the Tax Certificate, including all the rights and privileges attached thereto. The Member or Homeowner shall be liable to pay to the Co-op all tax amounts paid by the Co-op on said Unit, and all acquisition or redemption disbursements, costs, expenses, legal fees and costs, including Appellate fees and costs, and interest at the highest lawful rate.
- T. The costs and expenses of the Basic TV Distribution System in the Park are currently included in the Monthly Rental Amount paid by Homeowners and the Monthly Assessment paid by Members and may be adjusted with future contracts.
- U. Solar panels may be installed on the roof of an owner's house with the expressed written consent by the Management. Management may only approve the installation of solar panels only on a roof and only when a Lee County Permit is issued. The permit must be accompanied by a document, signed by a Florida Licensed Engineer, that attests to the structural Integrity of the roof and the wind load capability of the panel installation. Installation may commence AFTER an owner submits an "Application for Addition or Remodeling" form with the description of the work accompanied by a Lee County Permit and proof of the Engineer's inspection and the owner receives an approved copy of the Application for Addition or Remodeling.
- V. Fires and open flames are not allowed in any areas of the community. Propane, charcoal BBQ grilles, or smokers with covers may be used for cooking purposes only. Chimineas, firepits, pellet stoves, propane tabletop heaters, or any alternate flame producing appliances are prohibited. Residents must be compliant with the appliance manufacturer's safety instructions.

## V. FENCES

Fences, partitions, and trellises are not permitted with the following exceptions, which are predicated upon enhancing the integrity and appearance of the Park:

1. Prior to any fence, partition, trellis or landscaping curbing installation, a design plan illustrating layout in relation to lot and home lines must be submitted to Management for approval.
2. Fences will not exceed four (4) feet in height and will be intended to provide a decorative feature.
3. Fences will not be used as pet containment.
4. Fences will not be used as boundaries or lot separation.
5. Fences may be installed only in a direct linear or "L" shape.
6. Fences installed at the front of a house may be erected to a recommended maximum height of two (2) feet and must be in conjunction with a decorative garden or landscaping and not extend beyond the dimensions of the garden bedding.
7. A trellis will not exceed eight (8) feet in height and eight (8) feet in length with a minimum spacing of fifteen (15) feet distance between trellises.

## VI. CLUBHOUSE

- A. The Clubhouse is available for use to all Residents and their Guests during the hours of 8:00 a.m. until 10.00 p.m. seven (7) days per week. Quiet hours are strictly observed after 10 p.m. All minor Guests (under 16 years of age) must be with their host Resident or parent when using the Clubhouse and recreational facilities. All social activities in the Clubhouse must be scheduled through the Management, but all calendar schedules are subject to the approval of the Co-op Board of Directors.
- B. The Clubhouse is not for use of the general public. The clubhouse is for the exclusive use of community residents and their accompanied guests. All guests must be signed in and accompanied by a resident at all times. The clubhouse may not be used for commercial or political purposes without prior written approval from Community Management.
- C. Private events require prior reservation with management at least 1 month in advance. A person or organization may reserve no more than 2 events at a time except with approval in management's sole discretion. A security/cleaning deposit will be required. Residents must leave the clubhouse clean and restore furniture and equipment to their original purposes after use.
- D. No smoking, vaping, or illegal substances are permitted inside the clubhouse. Alcoholic beverages are allowed only with prior management approval and in compliance with the Horizon Village Rule 14 (Conduct B) and applicable laws. Disorderly conduct, excessive noise, or disruptive behavior is prohibited. Children under 16 must be supervised by a person age 18 or over at all times.
- E. Food and drinks are permitted only in designated areas. All trash must be placed in provided containers.

- F. Community-owned equipment (e.g., tables, chairs, pool tables, TVs) must remain inside the clubhouse. Residents will be held responsible for any damage caused by themselves or their guests.
- G. No animals are allowed inside the clubhouse except certified service animals.
- H. Management reserves the right to close the clubhouse or take action to limit privileges for violations of these rules. Any damage to property must be reported immediately and may result in repair charges to the responsible resident.
- I. Bicycles, golf carts, and scooters are to be parked only in designated locations, at all times.
- J. Wall hangings and decorations may not be affixed to the building without the approval of the Co-op Board of Directors.
- K. The lobby furniture may not be moved from their assigned locations, nor may additional furniture be brought into the lobby without the approval of the Co-op.
- L. The lobby openings to the hall, all clubhouse doors and passageways may not be obstructed.
- M. The lobby's purpose is to provide a welcoming entrance to the main hall. It houses a Wi-Fi area, the community library, a table(s) for ad hoc usage, lounge chairs, and a television. The lobby may not be used for any scheduled or advertised group activity without the expressed permission of the Co-op Board of Directors.
- N. Minimum clothing in the Clubhouse areas for men (except poolside) is shorts, shirts, and sandals. Minimum clothing for ladies (except poolside) is shorts, halter, and sandals. No uncovered bathing suits or wet clothing of any kind are allowed inside the Clubhouse.
- O. In accordance with the Florida Fire Statutes, no portable propane cookers may be used in the Clubhouse screen room or under any Clubhouse roof or shuffleboard court roof. No storage of propane tanks is to be within the confines of any section of the Clubhouse.

## **VII. SWIMMING POOL/HOT TUB**

- A. The swimming pool is open from 8am until sunset for Residents and their Guests only. All guests using the pool must be registered at the office.
- B. No children under the age of sixteen (16) are permitted in the swimming pool without a host Resident or parent of the minor present.
- C. There is no lifeguard on duty at the swimming pool. SWIM AT YOUR OWN RISK. The Co-op shall not be liable for any injuries to or loss of property, by users of the pool and pool area.
- D. All persons must shower before entering the pool and/or hot tub. A suitable bathing suit must be worn at all times. No underwear or nudity allowed.

- E. The wearing of oil in the pool or hot tub is prohibited.
- F. No toys, inner tubes or rafts are permitted in the pool.
- G. Jumping, diving, running, wrestling, ball playing and other activities which might disturb people in and around the pool are prohibited.
- H. Incontinent individuals, including children not toilet trained, must wear appropriate protective undergarments when in the pool or hot tub.
- I. When using any of the on-ground chairs or lounges, please return them to their original place before you leave, and a towel must be placed between your skin and the chair surface if any sunscreen or lotion is being used. (The lotion will stain the chair surface permanently.)
- J. Glass containers are never permitted in the pool or pool area.
- K. No equipment shall be removed from the pool deck area.
- L. No pets are permitted in the pool or pool area.

#### **VIII. OUTDOOR GAME COURTS**

- A. All outdoor game courts are for Residents and their guests to use 7 (seven) days per week except when Horizon Village teams are involved in a pre-scheduled event with visiting competitors.
- B. Courts and scoreboards are for playing that specific game only.
- C. All equipment must be returned to the equipment building after use.
- D. Do not walk on the courts.

#### **IX. PETS AND ASSISTANCE ANIMALS**

Pets are permitted in Horizon Village. All pets and assistance animals are to be governed by applicable local, state, and federal laws and applicable Community rules.

- A. Recognized pets in Horizon Village are dogs, indoor cats, and birds. Assistance animals such as service dogs and emotional support, therapy, companion, or comfort animals are not considered "pets" under the Fair Housing Act. No outdoor cats, agricultural animals, wild animals, or exotic animals such as iguanas and snakes are permitted as pets in the Community. No pet can exceed 35 pounds. Only 2 pets per unit are permitted.
- B. Pets or assistance animals owned by visitors and guests shall abide by the same applicable rules and regulations as those owned and belonging to residents. Residents must obtain prior written permission from Management prior to any of his or her guests bringing a pet or assistance animal into the Community. Residents will be held responsible for any violation by their guests.

- C. All pets must be approved in writing by Management and shall have the completed Pet Registration and Approval Form (copies of which are available in the Office) on file in the Office prior to bringing their pet(s) into the Community. Residents must provide annually updated proof of immunization and licensing for each pet or assistance animal in compliance with Lee County Domestic Animal Services.
- D. All pets and assistance animals must be controlled by a hand-held leash at all times when outside the home (except where a leash would interfere with or prevent a service animal from performing the specific task or tasks for which it has been trained). Lee County Domestic Animal Services may pick up stray animals and pets not on a leash.
- E. No pet or animal houses, runways, enclosures, or electric fencing of any kind are permitted on home sites.
- F. Pets are never permitted in the Common Areas of the Park. They are not to be brought to or walked in these "Common Areas". See Exhibit A: Map of Common Areas.
- G. Owners of Pets and assistance animals are responsible for removing pet litter, cleaning up after a pet or assistance animal at all times, and in all places where the pet or assistance animal is walked. Residents' lawns, other than your own, may not be used for walking pets or assistance animals.
- H. Excessive barking by dogs or any other excessive animal noises or aggressive behavior by dogs or any other pet or animal will require the owner to take corrective action. Should written complaints be submitted to the Co-op, the resident will receive a warning. If a third (3rd) written complaint is received concerning the same pet or assistance animal, the Board of Directors may direct the resident to permanently remove the pet (or assistance animal, if it is determined that the accommodation provided to the resident is no longer reasonable because of the animal's behavior) from the Community.

**X. VEHICLES, TRAFFIC AND TRAILERS**

- A. The speed limit for all vehicles is fifteen (15) miles per hour.
- B. Residents shall park their vehicles on their own Unit driveway or carport. No parking is permitted on grass or vacant lots.
- C. Overnight car street parking is prohibited without prior written approval of Management and only for special circumstances.
- D. There is no advertising of vehicles at any time for sale in any resident's driveway, common areas, or in the front LCEC easement.
- E. Management provides a limited, unsecured area for the parking of boats trailers, campers, etc. Residents must obtain prior written approval of Management by filling out the yearly lease and registering the vehicle at the Park Office before they may be parked in the alternate parking area. A yearly fee will apply. Anyone parking in the alternate parking area without prior approval of Management and doesn't have on display a proper office assigned permit will be

towed, shall pay all associated costs/fees, and shall be charged a violation fee.

- F. For safety purposes homeowners or guests with campers, travel trailers, motor homes, boats, or any type of trailer are prohibited from parking on the street or at any home site overnight. All these vehicles should be cleared from the streets or home sites by 9pm each night. If the owner of the vehicle is not currently renting a storage spot and all storage spots are rented, the owner of the vehicle, with prior written approval from management, may be able to use a temporary parking spot for a maximum of 36 hours, so the owner can plan for an offsite storage area. An overnight parking permit assigned by the office must be displayed on the vehicle or in the window to do so.
- G. No one, at any time, shall be permitted to sleep in the Community overnight in a camper, travel trailer, or motor home, even though said unit may be self-contained.
- H. Residents' vehicles may not display any commercial signage without the written permission of Management. Magnetic commercial signs are allowed on residents' vehicles but must be removed during non-business hours.
- I. Major repairing of cars, outboard motors, or any similar disturbing activity is not permitted on your Unit, the streets, or any common area in the Park.
- J. Golf carts are permitted in the Park. Drivers must be at least sixteen (16) years of age. The owner's lot number must be displayed with black numerals on the windshield at the driver's side. Driving rules of the road for automobiles apply to golf carts as well. All golf carts must be properly insured against liability and property damage.
- K. Motorcycles are only allowed in the Community with prior written approval Management. An application must be submitted to the office for approval. Noise must be kept to a minimum at all times. Loud motorcycles will not be permitted.
- L. Vehicles including automobiles, trucks, and golf carts may not be driven on, or parked on any grass area or paved walking path. The sidewalks of every community street are excluded from this restriction for daytime parking. When the clubhouse parking lot is full, vehicles may be parked at the side of Horizon Boulevard for the duration of the event only.

## **XI. LAKES**

- A. The Horizon Village Lakes can be used by residents and their guests for catch-and-release fishing and the enjoyment of remote-controlled wind or battery-powered model boats.
- B. There is NO swimming and NO boating for recreational purposes allowed. This in no way negates the use of necessary watercraft needed to maintain and preserve the lakes, with management approval.

## **XII. REFUSE**

- A. Place household trash (in plastic garbage bags only, no garbage cans allowed) at the street on left side of drive (looking at home from street) prior to 8:00 a.m. on pick-up days.

Horticultural waste as (lawn material, shrub, and tree trimmings, biodegradable items only . . . No rocks, stones, or lumber) should be placed in a reusable trash can labeled with unit house # and HORT- for horticulture and set on the right side of drive, please try to limit to one can per pick up day. No Trash shall be placed at the street/curb the night prior to a pickup day.

- B. Recycling: Lee County Waste Management requires all Mobile Home facilities to recycle. This cooperative effort, while not income-generating for our park, helps lower our costs by reducing the number of dumpsters needed for trash pickup. One recycling dumpster is located near the maintenance area and is clearly marked. All boxes must be flattened before being placed in this dumpster. No recycling material shall be left on the ground. If the recycling dumpster is full, either place your recycled items in a trash dumpster or save it for recycling another day.
- C. Residents are not to dump any refuse of any kind in any areas of the Community, without prior written approval of Management.
- D. No burning of trash, yard waste or any other materials is permitted.
- E. If the Recycling or rubbish receptacles are full, save your refuse for the next round of collection. Do not leave refuse outside of the dumpsters, it is littering and attracts unwanted pests.

### **XIII. RESPONSIBILITIES**

- A. The Co-op shall not be responsible for loss or damage caused by accidents, fire, theft, or act of God to any mobile home or personal property of Residents or their Guests within the Community. The Co-op will not be responsible for supplies or equipment sent to the Clubhouse for private use by any Resident.
- B. The Co-op shall not be liable for accident or injury to any person or property through the Resident's use of recreational facilities and common areas. Residents and their Guests use the Community facilities and common areas at their own risk, and they shall assume liability for such physical damage or personal injury caused by such case.
- C. Residents are responsible for damages caused by their family and/or their Guests.

### **XIV. CONDUCT**

- A. Loud noises, disorderly conduct, abusive, profane, and/or threatening language, harassment of Board members, Employees, Residents or their Guests, and annoying parties shall not be permitted. Residents and their Guests shall conduct themselves so as not to interfere with the peaceful enjoyment of the Community by its Residents.
- B. Intoxication or immoral behavior shall not be tolerated. No alcoholic beverages shall be sold in any building or recreation area that is the Co-op's property. No alcoholic beverages may be dispensed to the audience, at-large, during any event for which there is a fee charged for participation or attendance in any building or recreation area that is the Co-op's property. The intent of the BYOB allowance is for each resident's sole, personal consumption.

- C. Smoking, vaping, or use of e-cigarettes is prohibited in any building or recreation area that is the Co-op's property, except for the designated smoking area. The designated smoking area is at the benches under the clubhouse front portico.
- D. Non-medical marijuana use is prohibited within Horizon Village. Florida law currently does not allow smoking medical marijuana in public. Residents and guests (those with a legally issued marijuana medical card or otherwise) do not have the right to light up at the pool or in any common areas. Residents with the medical cards can only smoke in the privacy of their homes and in other private places with the permission of the owner(s) of those private spaces but nowhere else within the community.
- E. Respectful quiet time will be observed between 10:00 p.m. and 8:00 a.m.
- F. Minimum attire around the Community and the Common Areas is footwear, shirt or tank top, shorts or swim attire with cover-up.

#### **XV. SPECIAL USE FEES**

"Special Use Fees" means those components of Lot Rental Amount (Homeowners) or Assessment (Shareholders) which are separately itemized and billed for specific services or privileges and are charged in addition to the Monthly Rental Amount or Monthly Assessment as applicable.

- A. **Abandoned Property Storage/Removal Fee:** Monthly Fee plus actual costs and any administrative charges. The monthly fee will not exceed the noticed Monthly Rental Amount or Monthly Assessment for storage of the manufactured home, automobile or other personal property abandoned by Homeowner, or remaining on the manufactured home lot after termination of Homeowner's tenancy. In addition, there will be a fee for the actual costs incurred by Community Owner for removal of same, plus any administrative charges, including legal costs.
- B. **Additional Resident Fee:** Additional resident and/or "visitor" and/or "Guest" charge for a 3<sup>rd</sup> person. The charge will be equal to half of the monthly unit fee for each such person per month residing in the home for more than thirty days per calendar year.
- C. **Application Fee:** Background and Credit Check fees will be based on the cost to the Co-op. The current fees will be posted on the application for Occupancy forms. This fee will be charged by the Community Owner, as allowed by law, to cover the cost of investigating the personal background, references, and credit in relation to qualifying a prospective Resident of the Community.
- D. **Attorney's Fees:** Homeowner shall pay for all reasonable attorney's fees incurred by the Community as the result of any action taken by the Community against the Homeowner to collect delinquent rents or assessments, enforce the lease and rental agreements or the Rules and Regulations, whether suit is brought or not, and whether such fees are incurred before or at trial or on appeal. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Homeowner is the prevailing party, the Homeowner shall be entitled to a reasonable attorney's fee as provided by Section 723.068,

Florida Statutes. Likewise, if the Community Owner is the prevailing party, the Community Owner is entitled to a reasonable attorneys' fee to be paid by the Homeowner.

- E. **Damaged Home Removal Fee:** This fee shall be based on the actual cost to remove the home plus any administrative charges involved in removing Homeowner's damaged or destroyed home and returning the lot back to a condition that is compliant with Section XVII of the Removal of mobile home after notice to Homeowner of his obligation to do so and his failure to comply.
- F. **Damage to Property Fee:** Actual cost to repair plus any administrative charges. Homeowner will be held financially responsible for damage to private or Community property, including underground services, caused by Homeowner, his family, Guests, agents, sub-lessees or contractors. The fee will be equal to the actual cost of repairs, materials, and labor, including fees for contractors, service personnel, etc.
- G. **Home and Skirting Cleaning Fee:** A home and skirting cleaning fee of the actual cost plus any administrative charges (minimum \$ 75.00 ) if Homeowner fails or refuses to keep the home exterior and skirting clean. "Clean" for purposes of this fee shall mean free of grime, mildew, dirt or debris as visible from a Community roadway or an adjacent lot.
- H. **Home Removal Security Deposit:** \$ 15,000.00 or 110% of the total price of removal and returning the site back to the original condition to ensure that the Community is compensated for any damage to the lot or roads resulting from the removal of the manufactured home or the failure of the Home Owner to properly restore the lot at the time of removal of the manufactured home, Home Owner shall pay a Home Removal Security Deposit to the Community at least fifteen days prior to removal of the home from the Community. The Community reserves the right to claim against the security deposit for the cost of repair or restoration of the lot or for any cleanup of the lot after removal of the home.
- I. **Home Upgrading Fee:** Actual contractor cost plus any administrative charges for all necessary work performed by the Community owner upon the homeowner's failure to bring his home into conformance with Community Rules and Regulations.
- J. **Insurance Fee:** Actual cost of insurance plus any administrative charges Homeowner is required to obtain an insurance policy or policies of comprehensive liability (of not less than \$250,000.00), fire, windstorm and flood insurance insuring Community Owner and Homeowner against perils arising out of the ownership, use, occupancy or maintenance of the manufactured home lot and all areas appurtenant thereto including the coverage for the removal of the manufactured home after a fire, windstorm, flood, or Act of God. If the Homeowner fails to procure and maintain said insurance, Community Owner may, but shall not be required to, procure, and maintain same and charge Homeowner for the expense of the policy or policies.
- K. **Landscaping & Grounds Maintenance Fees:** Landscaping services (other than mowing of grass) including edging and trimming of grass in the amount of the actual cost and expense

plus any administrative charges (minimum \$ 25.00 ) for required maintenance performed by the Community Owner if Homeowner fails and/or refuses to do so. Additionally, the Homeowner is responsible for the actual cost and expense incurred for materials, labor and equipment needed for any other required grounds maintenance performed by the Community Owner due to the Home Owner's failure or refusal to do so, including, but not limited to, yard clean up, exterior home repairs, and upkeep, maintenance of the sewer line from the mobile home to the main street connection and electrical work from and including the trim pedestal to the outdoor lamppost (excluding the front main post, globe, and bulb socket which are the responsibility of the Community Owner).

- L. **Late Payment Fees:** All payments of Monthly Rental Amount and Monthly Assessment shall be due on the first day of each month and shall be deemed to be past due if not paid by the tenth day of each month. If any unit owner shall fail to make payment as described, the Co-op may charge an administrative late fee in the amount not to exceed the greater of \$ 25.00 or 5 percent of each delinquent installment that the payment is late. A late fee is not subject to Chapter 687 or Section 719.303(3), Florida Statutes. In addition to such late fees, the unit owner shall be liable for payment of interest on any late payments or unpaid Assessments at the maximum legal rate from the date when such Assessment shall have become due to the date of payment thereof. Any payment received by the Co-op shall be applied first to any interest accrued, then to any late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent payment due. The foregoing shall be applicable notwithstanding any restrictive endorsements, designation, or instruction placed on or accompanying a payment.
- M. **Lot Clean-Up Fees:** The Homeowner, Member, or other Interested Party (hereinafter the "Homeowner") is responsible for any cost of repairs to their mobile home and other personal property, and for removal of debris and cleanup of the lot in the event of fire, wind, water, or other damage to Homeowner's property. In the event that the Homeowner does not undertake necessary repairs, debris removal and lot clean up, then the Community Owner may arrange for said work to be done and the Homeowner shall be responsible for the actual costs plus any administrative charges.
- N. **Purchase of Mobile Home Transaction Fees:** \$ 400.00 These fees will be charged by the Co-op, as allowed by law, to the purchaser (prospective Homeowner) of a mobile home in the Community, to cover the cost of the Resident Document Preparation Fee (\$175.00) and Transfer and Registration of the Mobile Home Title Fees with the Florida Department of Highway Safety and Motor Vehicle (\$225.00)
- O. **Purchase of Co-op Share and Membership Certificate Fees:** \$ 550.00 These fees will be charged by the Co-op and collected by the Closing Agent, as allowed by law, to cover the cost of issuing a Memorandum of Proprietary Lease (\$ 50.00 ), Transfer and Registration of the Co-op Share (\$ 100.00 ), issuance of the Membership Certificate (\$ 100.00 ), Information & Response Fee (\$ 150.00 ), and Estoppel Certificate fee of (\$ 150.00 ). Said fees are charged and payable in accordance with Chapter 719, Florida Statutes.

- P. **Returned Check Fee:** (\$ 50.00 ). All checks not accepted and honored by the Banking Institutions on the first deposit will be charged a returned check fee.
- Q. **Fees and Suspensions for Violations:** The Co-op may levy reasonable fines or suspensions for failure of a Unit Owner or the occupant, licensee, or invitee of that Unit Owner's unit to comply with any provision of the cooperative documents, including, but not limited to, these rules and regulations, pursuant to Florida Statute Section 719.303. Violations committed by Homeowners, or their occupants, licensees, or invitees may subject those Homeowners, occupants, licensees, or invitees to all remedies available to the Co-op under the applicable provisions of Florida Statutes Chapter 723 and the rental prospectus.
- R. **Sales Tax Fee:** If the Lot Rental Amount is ever subject to sales, excise, tourist, or other tax imposed by the State of Florida or by any other governmental authority (except for income taxes), then the Resident shall pay the actual amount of such taxes to the Community Owner at the time of the payment of the Lot Rental Amount which is subject to tax.
- S. **Special Notices Fee:** Actual cost plus any administrative charges for actual costs incurred by the Community Owner to furnish notices to the Homeowner regarding: (1) nonpayment of Lot Rental Amount; (2) noncompliance with a provision of the Homeowner's lot rental agreement and/or prospectus; (3) noncompliance with any Community rule or regulation. Such costs include but are not limited to attorneys' fees, mailing costs, secretarial time, and costs of posting the notices.
- T. **Special Service Fee:** A special service fee of the actual cost per hour plus cost of materials and any administrative charges. Not less than (\$ 100.00 ) service call, plus materials, for any repair, maintenance, or service (other than those specifically and separately mentioned herein) that is performed by the Community or its contractors, but which is the responsibility of the Homeowner, or which is requested by the Homeowner. If special service work is required, after 7 days prior notification of a deficiency necessitating such work, the Community Owner will perform the work and the special service fee will be charged to the Homeowner.

**XVI. SELLING, SOLICITING, SUBLETTING, AND CO-OP RIGHT OF FIRST REFUSAL**

- A. No selling, soliciting, peddling or commercial activities of any kind are permitted within the Community. Notwithstanding, nothing herein prevents or infringes upon the right of a Resident from canvassing mobile homeowners for the purposes described in Chapter 723 or Chapter 719, Florida Statutes. **See IV. Mobile Home Sites, Section C, for more information on signage on resident lots.**
- B. Residents shall not allow any other person or persons to occupy, use, rent, sublet, lease, or sublease the mobile home, or any portion thereof, or any portion of the Unit, without prior express written consent and approval of the Management. Residents selling mobile homes in the Park shall not promise the prospective buyer occupancy in the park or the amount of the monthly rent or assessment of a Unit in the Community.

- C. Homeowners and Shareholders may sell their Cooperative Parcels and mobile homes without using the Co-op sales office services. However, prior to offering the Cooperative Parcel and/or mobile home for sale, the Homeowner or Shareholder shall inform the Co-op, in writing, of the price and terms thereof. If Seller does not use the Co-op sales office, then Seller is also responsible for advising the Buyer that the sale is subject to approval by the Co-op, including the terms and conditions of the Community governing documents, including these Rules and Regulations, and that the monthly lot rental amount or assessment may increase on the anniversary date in an amount determined by the Co-op. Sales of Cooperative Parcels by Members are further governed by the provisions contained in Section XVIII herein.
- D. All mobile homes within the Community must meet the then current Community established standards respecting the maintenance of the mobile home, fire standards, and any and all other standards as further imposed respecting the manufacture of mobile homes by federal and state agencies including, but not limited to, the Department of Housing and Urban Development.
- E. Signs advertising homes in Horizon Village for sale shall be of a size not larger than 24" x 24". Said signs shall be placed in or on the home itself or in the attached planter, not on the home site.
- F. Notice of Sale and Co-op Right of First Refusal. Prior to offering a mobile home or Cooperative Parcel for sale or assignment or Removal of a mobile home from the lot (also see Article XVII hereof), the Homeowner, Shareholder or other Interested Party or their assigns (collectively, or individually, as applicable, the "Petitioner") shall inform Co-op, in writing, that the Cooperative Parcel and/or the mobile home is for sale or being Removed, and the price and terms thereof. Whether properly informed or not, the Co-op reserves and shall have a "Right of First Refusal" to purchase the Cooperative Parcel and/or the mobile home of the Petitioner at a fair market price no greater than the amount of a valid written bona fide arm's length offer received by the Petitioner. The Co-op may exercise or not exercise this Right of First Refusal solely at its discretion, unless subject to waiver for sale or transfer to family members and other approved recipients pursuant to section XVI.G.4 below.
1. Completely apart from, and in addition to, the Co-op's right to approve or disapprove any proposed sale, assignment or Removal, the Co-op is hereby given and granted a Right of First Refusal to purchase the subject Cooperative Parcel and/or mobile home. If the Co-op is desirous of exercising said Right of First Refusal, then the Co-op shall notify the Petitioner of its interest, and the Petitioner shall provide the Co-op with a copy of the valid written bona fide arm's length offer received by the Petitioner, together with a copy of the earnest money deposit receipt and other terms and conditions of sale or Removal (collectively, the "Sales Documents"). The Co-op shall then notify the Petitioner of its exercise of its Right of First Refusal, such notice to be in writing and delivered by hand (if possible) or sent by certified mail to said Petitioner within five (5) business days of receipt by the Co-op of Petitioner's Sales Documents.

However, said time limit shall be extended by a further ten (10) business days if home Removal is involved in the transaction.

2. If the Co-op has elected to exercise its Right of First Refusal as aforementioned, then, upon notifying the Petitioner of its election, the Co-op shall consummate said purchase on all the terms and conditions as those contained in the Sales Documents, or as otherwise agreed between Co-op and Petitioner. In the event the Co-op does not exercise its right within the five (5) business day period, then the Petitioner may complete the sale or assignment of the Cooperative Parcel and/or mobile home or Removal of a mobile home from the lot, within a reasonable time thereafter at the price and terms given in the Sales Documents, but at no other price or terms without repeating the procedure outlined above.
3. In the event the Petitioner sells or assigns the Cooperative Parcel and/or the mobile home or Removes the mobile home from the lot without first complying with the terms hereof, then the Petitioner hereby agrees that the Co-op shall have the right to file a lien against the Cooperative Parcel and the titles to the mobile home and to take whatever legal action is necessary to redeem the transaction, according to the provisions hereof. All costs of said legal action, including administrative costs and fees, attorney's fees, court costs and appellate fees and costs, shall be the responsibility of the Petitioner.
4. Waiver of Exercise of Co-op Right of First Refusal. It is not the intent of the Co-op to interfere with the sale, transfer, or inheritance of property between family members, trusts, partnerships, and other similar ownership interests. In the event a Shareholder or Homeowner wishes to sell or transfer their Cooperative Parcel and/or mobile home to a family member, trust, or other similar ownership interest, then this information should be included in the written notification of sale or transfer. Upon approval by the Co-op of the designated Purchaser or Transferee and the application for residency of the mobile home, the Co-op will waive their Right of First Refusal.

This waiver of Right of First Refusal is only available to Shareholders and Homeowners, and does not apply to other Interested Parties or to mobile home Removal by any entity, and all waivers are given at the sole discretion of the Co-op.

## **XVII. REMOVAL OF MOBILE HOME**

### **A. Notice Requirements and Co-op's Right of First Refusal.**

1. On occasion, a Homeowner, Shareholder, or other Interested Party or their assigns (collectively, or individually, as applicable, the "Petitioner") may wish to Remove his, her or its mobile home located in the Park on a lot owned in fee simple title by the Co-op from said lot. The term "Remove" or "Removal" in this document includes demolition of the mobile home as well as any form of haul-out or relocation of the mobile home.
2. The Petitioner shall give written notice to the Co-op, of said Petitioner's intention to Remove subject mobile home, no less than thirty (30) days prior to the intended Removal date, which notice shall contain the proposed date of Removal.

3. Whether properly noticed by Petitioner or not, the Co-op reserves and shall have a "Right of First Refusal" to purchase the mobile home at a fair market price no greater than the amount of a valid written bona fide arm's length offer received by the Petitioner. The Co-op may exercise or not exercise this Right of First Refusal solely at its discretion pursuant to Article XVI, Section G. hereof

B. Conditions Regarding Removal of Mobile Home.

1. Subject to the Co-op's Right of First Refusal set forth herein, the following is applicable to all such instances where a mobile home located on a lot owned in fee simple title by the Co-op, is to be Removed from the Park. It is understood that said lot is being leased on a minimum of an annual basis for use as a mobile home site. The Petitioner must comply with the terms of the lease agreement, the periods of which correspond to the calendar year. Accordingly, the Petitioner will be held responsible for the full amount of the Total Lot Rental Amount until December 31st of the year in which the mobile home, including all attached structures, improvements, and contents thereof (the "Improvements") are removed and the lot and ground thereof is restored back to marketable condition (the "Restoration"), all as approved the Co-op. Furthermore, if a Membership Certificate has been issued on said lot, then the Shareholder of record shall be responsible for payment of all monthly, special, and other assessments to the Co-op until such time as the Share is properly sold, assigned, or transferred in accordance with Co-op requirements.
2. In the event the Petitioner sells, assigns, or removes the mobile home without fully complying with the terms of Article XVI hereof, then the Petitioner hereby agrees that the Co-op shall have the right to file a lien against the titles to the mobile home and to take whatever legal action is necessary to redeem the transaction, according to the provisions hereof. All costs of said legal action, including administrative costs and fees, attorney's fees, and costs, including appellate fees and costs and all court costs, shall be the responsibility of the Petitioner.

C. Payments and Documents Required Prior To Proposed Mobile Home Removal.

The following payments and documents are required no less than fifteen (15) days prior to the Co-op's approval of the Home Removal Contractor.

1. The Co-op shall provide a statement of the amount of the Total Lot Rental Amount or Assessment due for the remainder of the year(s) outstanding, and the Petitioner shall prepay said amount in the form of a Bank Issued Cashier's Check to Co-op.
2. The Petitioner shall make a Home Removal Security Deposit in the form of a Bank Issued Cashier's Check to the Co-op in an amount which is the greater of (\$15,000.00) or one hundred ten percent (110%) of the amount of the Removal Contract. This deposit is to ensure that the Co-op is compensated for any damage to the lot resulting from the removal of the mobile home or the failure of the Petitioner or Petitioner's Home Removal Contractor to properly complete the lot Restoration. Note that the Petitioner is the responsibility party, and this responsibility cannot be transferred to the Home Removal Contractor.

Any remaining balance of the Home Removal Security Deposit shall be refunded to the Petitioner not less than 30 days or more than 90 days after successful completion of the Improvements removal and lot Restoration, all as approved by the Co-op.

3. The Petitioner shall provide the Co-op with a properly executed power of Attorney for each of the mobile home titles, to enable the Co-op to file a lien against said titles in the event that Petitioner does not fully comply with Article XVII hereof.

D. Home Removal Contractor Conditions.

In order to Remove the Improvements, the Petitioner is required to employ a Home Removal Contractor that is approved in writing by the Co-op and deposit the home removal security deposit of \$15,000.00 or 110% whichever is greater, No less than fifteen (15) days prior to the commencement of any removal work, The Home Removal Contractor must provide to following documents to the Co-op office and obtain written permission from the Co-op to access the site:

1. A true copy of the contract for removal of the Improvements and Restoration of the lot (the "Removal Contract") signed by the Petitioner.
2. Certificate of Liability Insurance in the minimum amount of Two million dollars, showing Horizon Village Co-op, Inc. as beneficiary.
3. Certificate of Workers Compensation Insurance or approved Waiver of Workers Compensation Insurance.
4. Bonding Certificate.
5. Copy of Operating License issue by the State of Florida and Occupation License issued by the County.
6. Utility Disconnect Permit
7. County Removal Permit

E. Restoration of the Lot to its Original Marketable Condition.

The Restoration of the lot to its original marketable condition includes the following requirements:

1. Proper disconnection by Utility companies and identification of all utility stub outs. Sewer and water stubs are to be located above grade. Main electric leads are to be disconnected from main breaker at trim pedestal and removed. Main breaker is to stay with pedestal.
2. Proper removal of the Improvements, including the mobile home, carport, storage shed and all other associated structures and contents thereof.
3. Removal of the concrete pad, skirting, anchors, slab, steps pilings and supports.

4. Removal of all driveways, pavement, and landscaping excluding trees to be identified by the Co-op.
5. Restoration of lot to grade, including additional fill dirt as required in order to restore lot with no water retention, all as approved by Co-op. The lot is to be completely sewed with sod at completion.
6. Home Removal Contractor shall have five (5) days from the date of the commencement of the Removal to complete the Restoration.
7. In the event that any work remains outstanding, or any damages are caused to any part of the Community, Petitioner will be held responsible for all costs, fees and charges deemed necessary by the Co-op to properly remedy the situation, including any costs, fees and charges in excess of the Home Removal Security Deposit, all as approved by the Co-op. This responsibility cannot be transferred to the Home Removal Contractor.

F. Modification of Article XVI.

The Board of Directors of Horizon Village Co-op Inc. (the "Board") shall have full authority by majority vote of the Board, at a duly noticed Board Meeting, to change or modify the language of this rule to comply with Florida Statutes, or as deemed necessary, at the sole discretion of the Board.

**XVIII. SELLING AND PURCHASING OF COOPERATIVE PARCELS, SUBLETTING OR MOVING**

A. Sales of new (previously unissued) Membership Certificates by Co-op.

1. This rule is applicable only to Members of the Co-op.
2. All sales of previously unissued Membership Certificates and appurtenant Proprietary Leases on Units in the Park shall require the consent of the Directors, which consent evidenced by either a resolution of the Directors or by consent in writing by a majority of the Directors or by the President or other officer authorized by the Board of Directors.
3. The Co-op shall not transfer or complete the transfer of a sale of a Membership Certificate or any interest therein, and no such sale, purchase or transfer shall take effect for any purpose until:
  - a) A Purchase Agreement shall have been delivered to the Co-op, in a form approved by the Co-op, executed by the prospective Member ("Purchaser") and the Co-op ("Seller") which Purchase Agreement shall set forth the terms and conditions of the purchase together with disclosure of qualifications, recordation, mortgage terms, if any, disclosure of condition of title and provisions for proration, closing costs and statutory requirements. Said Purchase Agreement shall be executed and acknowledged by the Purchaser who shall meet the membership requirements required under the Master Form Proprietary Lease, the Bylaws and the Rules and Regulations, and who shall assume and agree to be bound by all the covenants and conditions of the Master Form Proprietary Lease to be performed

and complied with by Member on and after the effective date of said sale, purchase or transfer. The closing of the sale and purchase of the Membership Certificate and remaining term of the 99 year Proprietary Lease shall be conducted by the Co-op's attorney as closing agent and pursuant to the terms of the Purchase Agreement. At said closing all taxes and assessments, insurance and other appropriate expenses, shall be prorated as of the date of the closing and Purchaser shall pay to Seller's attorney the fees and costs in connection with the preparation of the closing documents and the conduct of the closing, the cost of the title commitment and the owner's leasehold title insurance policy, Seller's administration and fees, the cost of recording the Memorandum of Proprietary Lease, the required state documentary stamps, intangible taxes, if any, and all other required state and local taxes, fees and other costs and charges related to the closing, if any.

- b) A Memorandum Proprietary Lease in a form approved by the Co-op has been executed and acknowledged by the President of the Co-op or a duly authorized officer of the Co-op.
- c) The subject Membership Certificate of the Co-op shall have been transferred to the Purchaser with proper transfer taxes paid and stamps affixed, if any.
- d) At the option of the Co-op, the directors may approve and impose a transfer fee of the Co-op and its Management in connection with the purchase and issuance of a Membership Certificate and Memorandum of Proprietary Lease providing that the transfer fee shall not exceed the sum allowed by Chapter 719, Florida Statutes, as amended, or its successor statute.
- e) Sales and assignments to assignees other than individual assignees or trusts of individual assignees (natural persons) are expressly prohibited unless written consent therefore is first obtained from the Directors. If the purchaser, lessee or assignee of a Membership Certificate and Proprietary Lease is a corporation, partnership, LLC or other similar entity, the Directors' approval may be conditioned upon approval of said entity and the occupants of the Unit. The Directors' consent thereto may be withheld without limitation or explanation.

#### B. Sale or Assignment of Member's Proprietary Lease and Membership Certificate (RESALE)

- 1. Sale or Assignment of Member's Proprietary Lease and Membership Certificate Members, their Interested Parties and/or assigns shall not sell or assign or transfer their Cooperative Parcel, Proprietary Lease, Membership Certificate, or mobile home, or any interest therein, and no such sale or assignment or transfer shall take effect as against the Co-op for any purpose, until:
  - a) The Co-op has been properly informed of the transaction, in writing, and the Co-op has declined to exercise its Right of First Refusal, all as pursuant to section XVI.G. above.
  - b) An Agreement for Assignment, in a form approved by the Co-op, executed by the Member ("Assignor") and the Purchaser ("Assignee"), which agreement shall set forth

the terms and conditions of the assignment, together with disclosure of qualifications, deposits, recordation, prorations and closing costs. Said Agreement for Assignment shall be executed and acknowledged by the Assignor and Assignee, which Assignee shall meet the Membership requirements required under the Master Form Proprietary Lease, the Bylaws and the Rules and Regulations, and who shall assume and agree to be bound by all of the covenants and conditions of this Agreement to be performed and complied with by Member on and after the effective date of said Assignment and transfer. The Closing for the Assignment of the Membership Certificate and Proprietary Lease shall be conducted by the Co-op's attorney as closing agent and pursuant to the terms of the agreement for Assignment. At said closing, all taxes and assessments, insurance, and other appropriate expenses, shall be prorated as of the date of closing. The Assignor and Assignee, in accordance with the terms of the Agreement for Assignment, shall pay to the Co-op's attorney the fees and costs in connection with the preparation of closing documents and the conduct of the closing, the cost of the title commitment and owner's leasehold title insurance policy, the Co-op's administrative and transfer fees, the cost of recording the Assignment, the required state documentary stamps, intangible taxes, if any, and all other required state and local taxes, fees and other costs and charges related to the closing, if any.

- c) An instrument of assignment ("Assignment") in a form approved by the Co-op, executed and acknowledged by the Member ("Assignor"), shall be delivered to the Co-op or Co-op's attorney; and
- d) An Agreement, in a form approved by the Co-op, executed and acknowledged by the Assignee, who shall meet the membership requirements under this Proprietary Lease, the Bylaws and the Rules and Regulations, and who assumes and agrees to be bound by all the covenants and conditions of the Co-op's Proprietary Lease to be performed or complied with by Member on and after the effective date of said assignment, shall have been delivered to the Co-op or Co-op's attorney; or, at the request of the Co-op, the Assignee shall have surrendered the assigned Proprietary Lease and entered into a new Proprietary Lease in the same form for the remainder of the term, in which case the Member's Proprietary Lease shall be deemed cancelled as of the effective date of said assignment; and
- e) The Membership Certificate of the Co-op to which the Proprietary Lease is appurtenant shall have been transferred to the assignee, with proper transfer taxes paid and stamps affixed, if any; and
- f) At the option of the Co-op, all sums due from Member shall have been paid to the Co-op, together with a sum fixed by the Directors to cover a transfer fee of the Co-op and its Management in connection with such assignment and transfer of Membership Certificate, providing same does not exceed the sum allowed by Chapter 719, Florida Statutes, as amended, or its successor statute.
- g) Except in the case of an assignment, transfer or bequest of the Membership Certificate and this Proprietary Lease to Member's spouse or adult siblings or parents and, except as otherwise provided in this Proprietary Lease, consent to such assignment shall have been

authorized by resolution of the Directors, given in writing by a majority of the Directors or given by the President of the Co-op with authorization from the Board of Directors.

#### **XIX. RULE VIOLATION AND ENFORCEMENT**

- A. The Co-op Board has adopted these Rules and Regulations. The Co-op Board may alter, amend or repeal such Rules and Regulations and adopt new Rules and Regulations in accordance with Florida law and its governing documents. All leases, proprietary or otherwise, shall be in all respects subject to such Rules and Regulations. It is important that all Residents understand that these Rules and Regulations apply to them and that each Resident is responsible for ensuring their Guests compliance. The Co-op shall not be liable or responsible to a Shareholder, Homeowner, Resident or other person for the non-observance or violation of the Rules and Regulations by any other Shareholder, Homeowner, Resident, or person.
- B. Report all rule violations immediately, in writing, to the community Manager rather than to the Co-op Board of Directors. If it is an emergency, call 911. The Manager will deal with all properly reported violations on a case-by-case basis. If the complaint is deemed valid, the following process for non-compliance will be placed into action:
1. The subject of the complaint will be notified in writing or by personal contact and given 14 days to respond to or correct the problem.
  2. If within that time, the infraction continues, the Manager will recommend to the Board of Directors that the offender be dealt with using the tools as applicable within FS 719 or FS 723 (Florida statutes) and/or as allowed by law and found in our Proprietary Lease or Tenant Lease. For the residents of Horizon Village, the policy shall be a 14 (fourteen) day notice of violation, if uncorrected – a 7 (seven) day reminder or violation. If the situation remains unresolved, a **final** 7 (seven) day notice will be sent to the subject of the complaint, along with our legal counsel. Once legal counsel has notified and acts upon the infraction, it is no longer a case for Management, or the Board of Directors. This process also applies to disruptive behavior.
  3. Compliance and confidentiality are of the utmost importance.
- C. Eviction and Default.
1. Homeowner eviction – Any violation of these Rules and Regulations, the Prospectus, the Lot Rental Agreement or Chapter 723, Florida Statutes, shall at the option of the Co-op's Board, be grounds to terminate the Lot Rental Agreement. The Homeowner, a Tenant or Renter, and any occupant of the mobile home, together with the Homeowner's mobile home and all appurtenances, shall be subject to eviction in accordance with the procedures set forth in Chapter 723, Florida Statutes.
  2. Shareholder Default – Any violation or breach of these Rules and Regulations shall be a default under the Master Form Proprietary Lease. Such default shall, pursuant to Section 33 through 36 of the Master Form Proprietary Lease, at the option of the Co-op Board, be grounds to terminate the Proprietary Lease and require the removal from

the property of all persons and property including the mobile home and all appurtenances.

D. Waiver.

1. No waiver of any violation or default by Resident shall be implied from and omission by the Co-op to take any action with respect to the violation or default if such violation or default persists or is repeated. No express waiver shall affect any violation or default, other than that specified in the express waiver, and that only for the times and to the extent stated in the express waiver. One or more waivers of any covenant, term or conditions of the Lot Rental Agreement or Master Form Proprietary Lease by the Co-op shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent of the Co-op to any act by Resident requiring Co-op's consent shall not be deemed to waive or render unnecessary the Co-op's consent to any subsequent similar act by Resident. The rights and remedies of the Co-op contained herein are cumulative and shall be in addition to those prescribed by law.
2. Special Exceptions. The Co-op Board reserves the exclusive unrestricted right to grant special exceptions to these Rules and Regulations when, in the exclusive opinion of the Co-op Board, special circumstances warrant the granting of special exceptions or waiver of a particular provision as it applies to the particular Resident or Residents; so long as each exception or waiver does not interfere with the general welfare, health and safety of the other Residents of the Park.

**XX. COMPLIANCE AND DEFAULT**

- A. The Co-op reserves the right to pursue all remedies permitted under Chapter 719, Florida Statutes, and of the Master Form Proprietary Lease ("MFPL"), against any Member, Tenant, Renter, or other Interested Party for disregard or violation of Community Rules and Regulations, and further reserves the right, pursuant to Chapter 723, Florida Statutes, to terminate the tenancy of any Homeowner, Tenant, Renter, or other Interested Party for disregard or violation of the Chapter 723 Prospectus ("Prospectus"), Lot Rental Agreement or Community Rules and Regulations.
- B. The Co-op reserves the right to pursue all remedies permitted under Chapter 719, Florida Statutes, and of the MFPL against any Member, Tenant, Renter or other Interested Party upon conviction of said Member, Tenant, Renter or other Interested Party of a violation of federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of other Residents of the Community.
- C. The Co-op reserves the right to pursue all remedies permitted under Chapter 719, Florida Statutes, and of the MFPL against any Member, Tenant, Renter or other Interested Party, upon determination by the Co-op that the Member, Tenant, Renter or other Interested Party misstated any information on any application or entry forms required by the Co-op prior to admittance to the Community.
- D. In the event that a Member, Homeowner, Tenant, Renter or other Interested Party should fail to timely pay his, her or its Assessments or Lot Rental Amount, or any part thereof, they

shall be in default of their prospectus, lease and Rules and Regulations, and the Co- op may, without notice or demand, declare the entire lease amount through December 31st of the annual term(s), to be immediately due and payable.

## HORIZON VILLAGE DISTRIBUTED DOG PARK RULES

The following rules will be enforced to protect you and your dog's comfort and safety:

1. Owners are legally responsible for their dogs at all times. Horizon Village is not responsible for interactions between your dog and any other dogs or persons and any damages that they might cause.
2. Use of the Horizon Village dog park is a privilege and violation of any of the following rules will result in the loss of that privilege.
3. The dog park will be open from sunrise to sunset.
4. The dog park exercise area shall be used by Horizon Village properly registered residents and seasonal renters only.
5. All dog handlers must be at least 18 years of age.
6. All dogs must have a Lee County tag attached to their dog collar:

If vaccinated by a local Vet, the Vet will provide the license or the information to obtain a Lee County license. Out of state seasonal park residents and/or visitors here more than 30 days must obtain a Lee County rabies license. Lee County information can be found online at [leegov.com](http://leegov.com) under Lee County Domestic Animal services. Check online for required documentation and prices. Phone: 239-533-7387. 5600 Banner Dr. Fort Myers, FL 33912  
Email: [license@leegov.com](mailto:license@leegov.com)

7. Dogs must be leashed while entering and leaving the dog park.
8. Owners must be inside the dog park and supervising their dogs with a leash readily and available at all times.
9. Aggressive dogs must be removed immediately.
10. Dog waste must be cleaned up and disposed of by the owner immediately.
11. Discourage barking and digging. If your dog digs, fill it in.
12. Food, or treats (for dogs or humans) are not allowed in the dog park.
13. Glass containers are not allowed in the dog park.
14. Puppies less than 4 months old, aggressive dogs, sick dogs and dogs in heat are not allowed in the dog park area.

We appreciate your review, understanding and adherence to these rules. Any questions or concerns can be directed to the Horizon Village office staff and will be addressed.

## RULES AND REGULATIONS REGARDING MEMBER PARTICIPATION IN BOARD MEETINGS

1. As provided by section 719.106(1)(c), Florida Statutes, any member has the right to speak at board meetings with reference to all designated agenda items. The statute also permits the board to adopt reasonable rules and regulations concerning the frequency, duration, and manner of member statements at board meetings.
2. If a member desires to speak at a board meeting regarding an agenda item, the member shall make such request in writing prior to the commencement of the meeting. This written request to speak should be directed to any board member or officer of the association in attendance at the meeting.
3. A member shall be restricted to addressing the board for a period of three (3) minutes unless otherwise allowed by the board. Where a given speaker has spoken for three (3) minutes, the board may, but is not required to, allow the speaker to address the board for a second time on the same issue once all other requesting members have spoken for their three (3) minutes. The Board, in its discretion, may allow members to defer their requested time and add that time to another member's requested time.
4. The board shall determine the time during the meeting when member comments will be accepted.
5. The presiding officer of the meeting shall recognize all members who have requested to speak. Once recognized, the member shall first state his or her name and identify his or her unit number or address. Member comments should be directed to the presiding officer and to the board and shall not be directed to the membership at large.
6. Members shall endeavor to restrict their comments to those that are relevant to the agenda item being discussed. Members should also avoid simply repeating comments from prior member speakers. The presiding officer is authorized to maintain order and decorum in the meeting and may request that a member who is being disruptive and quarrelsome leave the meeting. Any member who continuously disregards these rules or the reasonable requests of the presiding officer may be asked not to attend future meetings.
7. If a member desires to place an item on the agenda for a board meeting, that member shall submit a request in writing delivered to the President or Secretary of the Association or Park Manager at least 10 days prior to a scheduled board agenda meeting. The board in the exercise of its judgment may decide whether to include the item on the agenda and or may include the item at the next scheduled board meeting or any future meetings as the board may determine.

## **RULES AND REGULATIONS REGARDING INSPECTION AND COPYING OF ASSOCIATION RECORDS**

1. The official records available for inspection and copying are those designated by Chapter 719, Florida Statutes, the Cooperative Act. Every Association Shareholder or the Shareholder's authorized representative, as designated in writing at the time of the request, shall have the right to inspect or copy the official records pursuant to these rules and section 719.104(2), Florida Statutes.
2. **Exempt Records; New Reports.** No records will be subject to inspection by a Shareholder where the records are made exempt from disclosure by the statute. For example, items protected by the attorney-client privilege are not available for inspection by the members. In addition, the association is not required to create a record or report in response to a request by a Shareholder to inspect the official records where the report or record is not required to be maintained as an official record by the association under section 719.104(2), Florida Statutes.
3. **Non-Existing Records.** If the association through error, omission, or inadvertence has failed to maintain a particular record required to be maintained by the Cooperative Act, or if the particular record requested has been lost, destroyed, or misplaced, the board shall, within 30 days of the request, endeavor to locate or reconstruct the record, if practical, and shall offer access to the record when the missing record is located or reconstructed.
4. **Written Request: Delivery.** A Shareholder desiring to inspect the association's records shall submit a written request to the Secretary, President, or Manager of the association. The request shall be delivered by the structure defined in the member inquiries of the Rules and Regulations. The request must specify the particular record(s) subject to inspection including pertinent dates or time periods where the record relates to a particular time period (e.g., the minutes of the January 15, 2018 board meeting), and shall state whether the request is for inspection or a photocopy of the records, or the request may specify that the member desires to view all the official records of the association. The request must be sufficiently detailed to allow the Association to retrieve the records requested.
5. **Time Limitations.** Inspection or copying of records shall be limited to those records specifically requested in advance, in writing and only available to the Shareholder or the shareholder's authorized representative as notified in the request. No Shareholder may submit more than one requests for access to the records in any 30-day period and no single inspection shall be scheduled for more than two hours in duration without the advance agreement of the association.
6. **Timing of Access.** Records shall be made available for inspection by the association within ten (10) working days after actual receipt by the association of the written request for inspection. The ten-day period shall begin to run on the first working day following actual receipt of the request by the association. This time frame may be extended by written request or agreement of the Shareholder. In addition, this time frame shall be extended in the event records are so voluminous or otherwise in such condition as to render this time frame unreasonable. The association shall notify the Shareholder, by telephone, in person, or in writing, that the records are available and the time, date and place for such inspection. Inspections shall be made only by appointment, between the hours of 9 a.m. to 4 p.m. on days that the association office is open or as otherwise designated by the board or manager.
7. **Location and Manner of Inspection.** All inspection of records shall be conducted at the association's office or at such other location designated by the association. No Shareholder shall remove original records from the location of inspection. No alteration of the original records shall be allowed. The association, at its option, may also offer to make the records available to a member electronically via the Internet or may, at its option, allow the records to be viewed in an electronic format on a computer screen and printed upon request.

8. Copies of Records. If a Shareholder desires to obtain a copy of any record, the Shareholder shall designate in writing which record is desired, or during an inspection by the Shareholder, the Shareholder or his or her authorized representative may designate such record by use of provided post-it notes placed upon the pages desired. After all documents have been reviewed and clearly marked the person overseeing the inspection shall make a written or digital log of all pages to be copied and the means of copying can be discussed according to section 719.104. Up to 20 copies will be produced within 24 hours of the inspection, anything over 20 pages and up to 40 pages of the record(s) shall be available within five working days of receipt of the request for copies. In the event the above referenced time frame is impracticable due to the voluminous nature or condition of the records, then copies will be made available as soon as is practical. A Shareholder or his or her authorized representative may, only after the person overseeing the inspection makes the official written or digital log of all pages to be copied, use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of official records instead of the association providing a copy or copies of these records and the Shareholder or his or her authorized representative shall not be charged for the use of this a portable device.

9. Cost of Copies. A shareholder shall pay the reasonable costs incurred by the association, not to exceed twenty-five cents per page for regular or legal sized photocopies, payable in cash or by personal check, at the time of the request before copies can be made. The association may in its discretion refer the request for copies to a commercial printing business or other appropriate business and may charge the actual costs to the member.

10. Prohibited Actions and Exempt Records. No written request for inspection or copying shall be made to harass any Shareholder, resident, or association agent, officer, director, or employee. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the association office or office where the records are otherwise inspected or copied. The association may assign a staff person or other designated person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed only to that person. No Shareholder shall be entitled to access, inspect, and/or copy any record listed as not accessible in Florida Statute Section 719.104(2)(c) 1-7.

11. Official Access Log. The association shall maintain a log among its official records detailing the date of receipt of the written request for inspection; the name of the requesting party; the requested records; the date the shareholder or the shareholder's authorized representative was notified of the availability of the records; the date the records were made available for inspection and copying; the date of actual inspection or copying; and the signature of the shareholder or the shareholder's authorized representative acknowledging receipt or access to the records. Every person inspecting or receiving copies of records shall sign the log or a comparable receipt prior to inspection or receipt of copies.

12. Violation of Rules. Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply with the rules. Any written requests for inspection or copying not complying with these rules shall not be honored. The association shall indicate in writing the nature of the non-compliance and transmit adequate notice to the requesting party within five working days after its receipt of the written request from the member. Any verbal requests for inspection or copying may be responded to by the association representative notifying the requesting person of the existence of these rules and pointing out the necessity of complying with them. The association may take any available legal action to enforce these rules, including the levy of a fine if permitted by the association's governing documents.

## **RULES AND REGULATIONS REGARDING MEMBER INQUIRIES**

1. The Board of Directors will respond to all Shareholders' written inquiries received by certified mail in accordance with the procedures and requirements contained in section 719.106(a)2, Florida Statutes. The Association, in the exercise of its discretion and business judgment, and depending on the nature of the inquiry, may, upon its receipt of a written inquiry, seek legal advice from the Florida Department of Business and Professional Regulation's Division of Florida Condominiums, Timeshares and Mobile Homes ("the Division") or the Association's attorney, or may respond to the written inquiry on its own behalf. If a written inquiry is addressed by the board itself, it will be responded to within 30 days of the board's receipt of the inquiry. If the inquiry is referred to the Division, the board will answer the inquiry within 10 days after the Division responds to the written inquiry. If the inquiry is sent to the Association's attorney, the board will respond to the inquiry within 60 days following its receipt of the written inquiry by certified mail.

2. The Association will only respond to one written inquiry per Shareholder in any given 30-day period. Only one specific inquiry will be permitted from any single Shareholder each 30 days, with no sub-parts or multiple questions to be contained within a single inquiry. If more than one inquiry is received in each 30-day period, or if a written inquiry contains subparts or multiple questions, the additional inquiries or parts will be responded to in the subsequent 30-day period, or periods, as applicable. The 30-day period shall commence the day following the day that the board actually receives the shareholder's inquiry by certified mail in accordance with the procedures outlined in Paragraph 5 of this rule below.

3. As a general matter, the Association will not conduct research, or a detailed review of the official records of the Association, in order to respond to an inquiry. In such cases, the Board depending on the facts involved may determine to offer the inquiring Shareholder access to the official records of the Association in regard to such matter, or may determine that the Association is not able to provide a substantive answer without additional research.

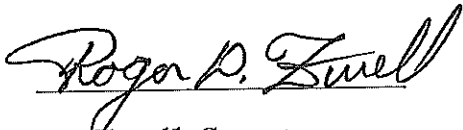
4. Written inquiries are limited to issues concerning the operation of the Association. Inquiries seeking to elicit personal information pertaining to individual Shareholders of the Association or board members, or persons affiliated with the Association, except as otherwise specifically provided by law, will not be recognized by the board as a valid written inquiry.

5. Written inquiries must be sent to the Association by certified mail addressed to the current President or the Association's Manager and mailed to the Association's Office at: 9200 Littleton Rd N. Ft. Myers, Florida 33903. Inquiries not delivered to the Association via certified mail, or inquiries not addressed to the President or Association's Manager will not be responded to by the Association. In the event that the Association voluntarily chooses to answer a written question that is not sent by certified mail, or is addressed to a person other than the President or Manager, the board deems the written question to be not governed by section 719.106(a)2, Florida Statutes, and by voluntarily addressing the written question, the board will not be deemed to have conceded that the inquiry is governed by that section of the statute.

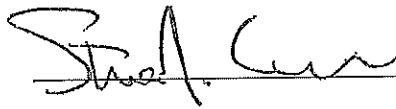
Approved and duly adopted this 1<sup>ST</sup> day of June, 2026.

**These Rules and Regulations become effective on:**

The 1<sup>ST</sup> day of September, 2026



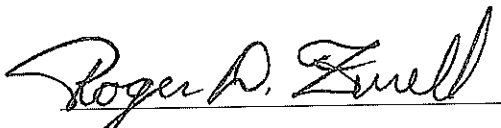
Roger Zurell, Secretary



Stuart Cooke, President

I hereby certify that the above Rules and Regulations of Horizon Village Mobile Home Park were approved and adopted by the Board of Directors of Horizon Village Co-op, Inc. on the 1<sup>ST</sup> day of June, 2026, and that the above is a true and correct copy of said Rules and Regulations.

Dated June 1, 2026



Roger Zurell, Secretary

### Clubhouse Rules and Regulations

1. Hours of Operation. The clubhouse is open daily from 8 a.m. to 10 p.m. Quiet hours are strictly observed after 10 p.m.
2. Authorized Use. The clubhouse is for the exclusive use of community residents and their accompanied guests, and not for the General Public. All guests must be signed in and accompanied by a resident at all times. The clubhouse may not be used for commercial or political purposes without prior written approval from Community Management.
3. Reservations & Events. Private events require prior reservation, and a thirty (30) day advance notice with management. A security/cleaning deposit will be required. Residents must leave the clubhouse clean and restore furniture and equipment to their original positions after use. Each sanctioned social group, within the community, shall be entitled to two (2) approved Clubhouse events per calendar month. Any extra events will require Co-op Board approval.
4. Conduct & Safety. No smoking, vaping, or illegal substances are permitted inside the clubhouse. Alcoholic beverages are allowed only with prior management approval and in compliance with the Horizon Village Rule 14 (Conduct B) and applicable laws. Disorderly conduct, excessive noise, or disruptive behavior is prohibited. Children under 16 must be supervised by a person age 18 or over at all times.
5. Food & Beverages. Food and drinks are permitted only in designated areas. All trash must be placed in provided containers.
6. Equipment & Furniture. Community-owned equipment (e.g., tables, chairs, pool tables, TVs) must remain inside the clubhouse. Residents will be held responsible for any damage caused by themselves or their guests.
7. Pets. No animals are allowed inside the clubhouse except certified service animals.
8. Compliance & Enforcement. Management reserves the right to close the clubhouse or take action to limit privileges for violations of these rules. Any damage to property must be reported immediately and may result in repair charges to the responsible resident.

## CLUBHOUSE USER FEE AGREEMENT

**INTRODUCTION.** this Agreement is established by the Community Management so that the Clubhouse may be better utilized by the residents of the Community. The Community Management may, from time to time, modify this Agreement (including the rules contained herein) at its sole discretion for the safety or convenience of the Community.

**RESERVATIONS.** Residents may reserve the Clubhouse for their functions or activities in accordance with this Agreement. Reservations shall be made through the Community office during regular business hours. A reservation shall not be considered confirmed until the application has been approved and the funds deposited. The Clubhouse may be reserved for any day. All engagements must terminate by or before 10:00pm unless the prior written consent of the Community Management is obtained.

The undersigned resident(s) of the Community hereby agree(s) to pay the applicable fee and deposit indicated below for the private use of the Community's clubhouse for the following described function or activity: \_\_\_\_\_

\_\_\_\_\_ to be held on \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_.

**CHARGES.** The resident agrees to pay a rental charge of \$ 600.00 \_\_\_ for the use of the Clubhouse for a reserved function or activity.

**DEPOSIT.** A service deposit of \$ 250.00 \_\_\_ is required for reservation of the Clubhouse for functions or activities. The deposit must be paid with a separate check or money order. The deposit will be returned after the event if the Clubhouse is properly cleaned, all items returned to their original position and there has been no damage. The Community will withhold any costs that it may have for security, cleaning, or repairs in connection with the engagement. A violation of these rules will result in forfeiture of the deposit.

The deposit is to cover the cost of cleanup of the clubhouse in the event that the clubhouse is not properly cleaned immediately following the indicated function. The deposit shall be fully refunded if proper and complete cleanup is performed.

Refund of the deposit (or the remaining balance thereof after deduction for cleanup costs) may, at the election of the depositor, be held by the Community in escrow subject to refund after seven days' written notice by the depositor. Any portion of an escrowed deposit which is expended for cleanup costs must be repaid by the depositor, after receipt of written notice therefor from the Community Management before the next clubhouse event to be held by the depositor.

**INSURANCE.** Resident must obtain property and liability insurance in the amount of \$ 1,000,000.00 for any function to be held in the clubhouse at which it is anticipated that a person who is not a Community resident is to be in attendance, and shall be liable for any damages caused to the clubhouse or to any personal property contained therein at such function.

**MISCELLANEOUS.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement shall be governed by the laws of the State of Florida and cannot be modified or altered except by a written agreement signed by the parties hereto. In any dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. In connection with

the function or event for which Resident is reserving and using the Clubhouse pursuant to this Agreement, Resident shall indemnify, defend and hold harmless Community Owner and Community Management from and against any and all claims, actions, damages, liability or expenses (including, but not limited to, attorney's fees), whether for injuries to persons or loss of life, or damage to property, occurring at the Clubhouse arising out of the use and occupancy of the Clubhouse by Resident or Resident's guests and invitees, or occasioned by any act or omission of Resident or Resident's guests and invitees, excepting, however, all such claims, actions, damages, liability or expenses, whether for injuries to persons or loss of life, or damage to property, caused by the gross negligence or willful conduct or omission of Community Management.

**EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

### CLUBHOUSE RULES

1. Food and beverages will be consumed only in those areas designated by the management.
2. Alcoholic beverages are only permitted in compliance with Horizon Village Rules and Regulations, 14 (Conduct)(b).
3. Minors under sixteen (16) years of age shall not be permitted in the Clubhouse unless accompanied by an older resident. The older resident shall be responsible for maintaining the proper behavior of the minor.
4. The resident reserving the Clubhouse shall be present at all times during the engagement.
5. The resident shall replace all trash bags used. The resident shall supply all cleaning materials needed to clean the facility and will dispose of all trash.
6. Decorations shall not be nailed, stapled, or glued to the walls or furniture or affixed in any manner that will damage the walls or furniture.
7. The resident shall ensure that the engagement is orderly and that it does not interfere with the right of other residents to their quiet enjoyment.
8. Proper attire is mandatory. Bathing suits, robes and bare feet are not permitted in the Clubhouse at any time.

I understand and agree that I shall be liable for all damages caused to the Clubhouse and Community facilities resulting from the engagement, whether such damage is caused by his own acts or omissions or those of others using the clubhouse during that engagement.

I have read the Clubhouse Rules and Regulations and shall comply with these rules. I agree that any violation of the rules or the failure to restore the premises to their prior condition shall result in the forfeiture of my deposit.

I assume full responsibility and liability for any acts that occur whether caused by me or my guests on the premises.

\_\_\_\_\_  
Date and Time of Function

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Community Management

\_\_\_\_\_  
Resident Acknowledgment of Returned Deposit