

BAHR'S MOBILE HOMEOWNERS' COOPERATIVE, INC

RULES AND REGULATIONS

EFFECTIVE JUNE 10, 2024

These rules supersede any previous rules and were passed by majority vote at the March 12, 2024 Annual Shareholders Meeting. This property is owned and governed by the Corporation of Bahr's Mobile Homeowners Cooperative, Inc. The rules and regulations are to help assure the protection of your safety, property, and privacy. These rules and regulations may be amended with a written notice of amendments ninety (90) days prior to effective date.

In the event a situation arises that is not covered in these rules and regulations, the Board of Directors' (herein known as the Board) decision will govern.

1. Maintenance fees / rentals are based on a maximum of two (2) persons or less per residence. One of the residents must be a minimum of fifty-five (55) years of age. Any occupant of a unit not listed on the Proprietary Lease must supply personal contact information to the office for record keeping and emergency purposes.
2. Residents must register all overnight visitor(s) at the office. Individual residents will be responsible for actions of their visitor(s).
3. A visitor(s) must be supervised by a park resident so as not to create an annoyance to other residents. A visitor(s) is not allowed in the recreation hall, swimming pool, or other recreational areas unless accompanied by a park resident. **USE AT YOUR OWN RISK.** If a minor visitor(s) (18 years or younger) is not supervised by a current park resident, the visitor(s) will be asked to return to the resident's unit OR leave the park. Our park is not a play area for unsupervised visitor(s), not only for their safety but also for Bahr's Mobile Homeowners resident's safety and liability purposes.
4. Resident(s) and / or their visitor(s) must conduct themselves in a manner that does not disturb or annoy their neighbors. Quiet hours, 11 PM – 8 AM.
5. **NO PETS ALLOWED.** Exceptions to the rule:
 - A) **Service and Emotional Support Animals.** License and vaccination records **MUST** be up-to-date and on file in the office for **ALL** ESA and Service animals. **Note:** Per Florida Statute 413.08, the definition of a Service Animal is an animal that is trained to do work or perform tasks for an individual with a disability...a service animal is not a pet.... Per Florida Statute 760.27 the definition of an Emotional Support Animal is an animal that does not require training to do work, perform tasks, etc. for an individual with a disability. **The ADA requires the animal be under the control of the handler at all times.**
 - (B) A **visitor(s) with pets** must provide the office with a copy of the pets' current vaccinations and licensing within one (1) day of arrival. A visitor(s) pet stay is limited to seven (7) days. If requested by resident, Board members have approved up to two weeks for a visitor's pet stay.
 - (C) **ALL PETS**, whether an emotional support animal or a visitor's pet, must have a harness, a short leash (4-6 ft long), or other tether and kept under the immediate and continuous physical control of its owner at all times to prevent the animal from roaming, wandering, or running at large

as per Pasco County Ordinance 14-97(a). (This means not letting go of the leash or allowing the pet out at night without being on a controlled leash.) In regards to a **SERVICE ANIMAL**, per Florida Statute 413.08 (3)(a), the animal must be kept under control of its handler and must have a harness, short leash or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means. **All emotional support animal owners, pet owners, and service animal handlers are responsible to clean up after their animal and properly dispose of their waste, regardless of where you walk your animal.** All violations will be documented and be reported to the county. PLEASE NOTE: It is advised that those walking their dogs to move to the grass at the approach of a wheeled vehicle for safety of both person and animal. It is also advised that all Bahr's Park residents, whether renter or shareholder, walk their animals on Bahr's Park property or take their dog to the Zephyrhills Dog Park.

(D) It is suggested that all animal owners have liability insurance should their animal become aggressive. Bahr's Park will not be responsible for your animals actions.

6. Recreational facilities, such as club house, shuffle courts and pool, etc., are available for use of residents and visitor(s) as follows:
 - Park Association Shuffle – park residents
 - Shuffle – park residents / visitor(s) only
 - Bingo – park residents / visitor(s), residents of Hillside Mobile Home Park
 - Dominoes – anyone may attend
 - Cards – anyone may attend
 - Hymn Sing – anyone may attend
 - Coffee Hour – park residents / visitor(s)
 - Park Activities
 - Entertainment – anyone may attend
 - Dinners – park residents / visitor(s) (with availability of food) only with the Exceptions of:
 - ❖ Christmas Dinner – park residents / overnight visitor(s)
 - ❖ Anniversary Dinner – park residents, overnight visitor(s) and invited family visitor(s)
7. Garbage MUST be put in plastic bags and put in the dumpster. Nothing should be left outside the dumpster. **No outside storage** or garbage, bottles, cans, boxes and / or equipment is allowed at a unit. Recyclables may be put in the recycle containers located in the garage, **NO BAGS ACCEPTED**. Disposition of trash, such as furniture, large boxes, appliances, etc., are the responsibility of the resident (i.e. recycling center on Handcart Rd., Zephyrhills, FL).
8. Maximum speed limit through the park for any wheeled vehicle (motor vehicles, motorized scooters or bikes, bicycles, golf carts, is ten (10) mph. Please obey. All wheeled vehicles should be kept on the roads except to pass another vehicle or to avoid a pedestrian. No skateboarding.
9. Storefront individual yard sales or commercial advertising for profit is not permitted on a unit site, common ground, or anywhere in the park.
10. Each unit owner is provided with **ONE** (1) DESIGNATED off-street parking by their unit. In addition, a golf cart **OR** motorcycle may be parked at the resident's unit. No additional cars, campers, motor homes, trailers, travel trailers, boats, trucks or car carriers are permitted in the park except in the designated storage area. Unit owners may keep a trailer at their unit up to 48

hours for loading/unloading purposes before going to or after coming from storage. Please contact the office to make arrangements. A unit owner may give permission to another unit owner to use their one (1) off street parking, provided such parking does not interfere with another unit owner's off-street parking. THE PERMISSION MUST BE IN WRITING, DATED, AND ON FILE IN THE PARK OFFICE.

Additional parking is available in the following locations: the area at the end of Enid Avenue for Enid Avenue and Ringwood Avenue. For Fairlane Drive, the one-way portion of Fay Drive, and the Shuffleboard area, parking will be around the clothesline area and open spaces near the Shuffleboard Court. Additional parking near the office for Bloss Drive will be near the big tree off of Chenkins Road. The residents of the big house apartments have assigned parking areas. Visitor parking for Dancers Lane is near the hall and for Melonie Lane in front or behind the laundry house. Those residents who are still working and have a need for two vehicles at or near their units, will need to obtain a permit from the office and will then have an assigned parking space in the visitor/overflow parking area. This arrangement must be reviewed each year. Shareholders may not use the overflow / visitor parking for any of their vehicles unless they have obtained a permit to do so.

For those residents who choose to have more than the allowed vehicles, as noted above, will need to store their extra vehicles in the storage area at the hall. Shareholders, renters, and RVers may store one additional vehicle / trailer at no cost during the winter season (November 1 – April 30). Those needing to store more than one vehicle or trailer will be charged the storage rate of \$40 / month for the extra vehicle / trailer. During summer months (May 1 – October 31) storage rates will apply for all. See rule #29.

11. A coin-operated laundry is available for your convenience from Oct. 1 – Apr. 30. Upon prior approval by the Board, retractable or umbrella type outdoor clothes lines are permitted on your site. These lines must be totally removable, and folded up each evening. Clothes are not allowed to remain on the lines overnight. No drying of clothes except in designated drying area.
12. Residents are responsible for keeping their own unit site clean and their units in good repair. There is not any storage allowed in front of any residence.
13. Landscaping and lawn maintenance are the responsibility of the unit owner(s). During the months of May through November, a lawn service will cut the grass at no charge. **Flower beds are the responsibility of the unit owner(s).** During the months May to November, when the unit is not occupied, unit owner(s) must arrange to have flower beds kept in reasonably neat condition by having work completed at their expense. If a unit owner(s) does not make arrangements, the Board will make arrangements and bill the resident. Residents must get approval before the planting of trees or shrubs. Once planted, all plants become the property of the park, but shall be the responsibility of the resident to maintain. Residents MUST NOT trim any park trees without permission.
14. REPLACEMENT OF ELECTRIC POLES & SERVICE. Residents who have electric service on a pole are responsible to replace it, when necessary, and responsible for electric box and line from the meter to the unit.
15. A unit owner(s) is responsible for the maintenance of the water line from water main valve to the unit.
16. A unit owner(s) is responsible for the maintenance of sewer under unit to main sewer line.
17. Residents are expected to comply with county and state water codes.

18. Any unit being placed in the park, unless authorized by the Board, shall not be older than three (3) years at the time of setup. Prior to entry and setup, the Board approval must be obtained as to size, year and condition. With written approval, variances may be allowed by approval of the Board.
19. A unit must be tied down and skirted with aluminum or vinyl skirting, or decorative blocks (with Board approval) within 14 days after setup. They must meet the specifications of all county, local and state codes, and get permits that are required. Any construction shall be approved by the Board.
20. All units must meet specifications of all local, county and state codes. Any construction shall be approved by the Building and Grounds committee and either the Board of Directors or Membership, depending on the nature of the construction. No building or construction contract shall be valid without the Board's consent.
21. Unit owner(s), or their agents, are responsible for any incident caused by them resulting in damages affecting the park or separately owned property. They are also responsible for providing an individual casualty insurance policy to protect their separately owned property.
22. The Board shall have access to the unit site at all reasonable times for the purpose of ensuring safety of the residents, the repair or replacement of utilities and for the enforcement of the rules and regulations. Nothing shall obligate the Board to make repairs upon the unit site: it being understood that it is always in the care of the unit owner.
23. Sale of a unit: It is requested you provide the Board a 30 days' notice when selling. A unit owner(s) may sell (a) privately, (b) by help of the Board or (c) through a broker. For sale signs, not to exceed three (3) at a size no larger than 18" x 18", are permitted, with only one on the unit. Bahr's Mobile Homeowners Cooperative, Inc. will provide any new purchaser with a copy of the Master Proprietary Lease and amendments, By-Laws and Rules and Regulations. A sale may be rescinded by the Board for lack of notification.
24. Any sale of a unit is subject to review and approval by the Board. If the condition of the unit is unacceptable and does not meet county and state requirements, the unit must be removed from the park within 45 days. The Board may withhold approval until the unit is in full compliance with the Used Mobile & Recreational Vehicle Code (Departmental Rule 15C-2) and the Federal Mobile Home Construction and Safety Standards.
25. A prospective unit owner(s) must qualify with the requirements for entry into the park under the rules and regulations. Admittance may be refused for, amongst other reasons, bad credit, prior felony convictions and failure to make full disclosure or providing false information. If needed, the Board shall have 30 days to approve a new unit owner(s).
26. We are not an "assisted living" park.
27. Occupancy by visitor(s) of the unit owner(s) shall not exceed one (1) month, unless approved in writing by the Board, but no visitor(s) may occupy the unit unless one or more of the permanent unit owner(s) are there in occupancy, or unless approved in writing by the Board.
28. Immediate family members of unit owner(s) are allowed to use the unit for a period of two (2) weeks in the off season (May 1 – Sept. 30) without unit owner(s) present, but a letter must be sent to the park office for written Board approval.

29. ESTABLISHED RATES FOR STORAGE:
- A) Storage for all park residents (Shareholders, RVers, and Renters) during winter months (November 1 – April 30) is free for **one** vehicle or trailer. RVers or renters who need to store more than one vehicle will be charged \$40 / month for each additional vehicle / trailer.
 - B) Storage rates for shareholders during the summer months (May 1 – October 31) is \$40 / month.
 - C) If space permits, current RV'ers **with a deposit on file for the next season** , may store their **RV's only** for \$50 / month. Loose items or steps may not be stored in the storage area (please see rule #37). All renters must have their own insurance. RV's may not be stored on the lot during off season months as it interferes with park maintenance and mowing.
 - D) There will be no storage available for golf carts.
 - E) Storage arrangements must be made with the office as space is limited.
30. Bahr's Park upholds the laws of the State of Florida concerning harassment.
31. Any concern, complaint, or grievance regarding park rules and regulations should be submitted to a board member in writing.
32. The pool is open to unit owner(s) / visitor(s). However, the visitor(s) must be accompanied by the unit owner(s) with whom they are visiting. **There is no lifeguard, so swim at your own risk.** In addition, for safety purposes, there **MUST** be at least two (2) people present when using the pool. Due to insurance liability, there will be no exceptions or waivers to this rule from June 11, 2018 forward. Also in case of an emergency while at the pool, use the cell phone available at the pool, bring your own cell phone or go to the nearest neighbor to call 911. Pool hours are from 9 AM to 10 PM, and the pool will be locked at all other times. Also, the pool will not be opened if the outdoor temperature is a high of 70° (seventy degrees) or below.
33. All rent, assessment or common expense charges due hereunder shall be payable in equal monthly installments in advance on the first day of each month, unless the Directors shall otherwise direct (Master Proprietary Lease 2 J). A five percent (5%) late fee will be assessed to a shareholder if the assessment is not received by the 8th of every month. This allows a seven (7) day grace period. There will also be one (1) courtesy call per unit owner(s) per year before assessing the late fee.
34. Any items placed **ABOVE** (protrudes above ground level) on common ground must be approved by the Board with the exception of stationary items (i.e. telephone, electric poles).
35. Park improvement work – Three (3) written quotes, estimates or bids from licensed contractors are required for projects in excess of Twenty-Five Hundred Dollars (\$2,500.00) for work completed by out of park contractors. If three (3) written quotes, estimates or bids are not received, then documentation of attempting to contact five (5) licensed contractors is required.
36. Each unit is allowed **ONE** (1) storage shed only and must be approved by the Building and Grounds Committee, as it affects common ground. The shed cannot be larger than 80 square feet, space permitting. Larger sheds must be approved by a majority of members at the Annual Shareholders Meeting. Any additional use of common ground for any type of building purposes must be approved by a majority of shareholders at the Annual Shareholders Meeting.
37. To protect our Park and the safety of those who reside here year-round, Shareholders must secure all loose items or items that may become loose before they leave for the off-season. This is to prevent items from becoming projectiles during storm season. Renters cannot store loose items in the storage area for the same reason.

38. VIOLATIONS OF THE RULES AND REGULATIONS, PROPRIETARY LEASE, OR BY-LAWS MAY RESULT IN FINES IN ACCORDANCE WITH FLORIDA STATUTE 719-303 AND OUR BY-LAWS 11.1. A face-to-face conversation with a unit owner to inform them of the violation and request they refrain from repeating the violation. Should the violation continue, the board will provide at least 14 days written notice to the unit owner of the continuing violation and the proposed fine levied by the board. The face-to-face may be combined with the 14 day written notice. The notice will include an opportunity for a hearing before a committee of at least three members of the association appointed by the Board, who are not Directors or family members of the Directors or family members of the unit owner in question. The purpose of the committee is to either **confirm or reject** the fine levied by the Board. If the proposed fine is approved by the committee, the fine payment is due within thirty (30) days after the committee hearing. Please note: it is expected that violations will cease once the unit owner is notified of said violation. If, however, the violation continues, after notification, a higher fine may be imposed. Fines will accrue: first violation - \$25.00, second - \$50.00, third and thereafter - \$100.00 per violation. Failure to pay fines may result in actions allowed by the State of Florida and our By-Laws Article XIII. **NOTE: THERE WILL BE ONLY ONE WRITTEN NOTICE OF VIOLATION.**

ADDENDUM TO RULES AND REGULATIONS FOR SEASONAL RENTERS

In addition to the park rules and regulations, the following rules apply:

1. A mailbox key will be issued to each renter. A \$10.00 deposit is required, which will remain on file and will be refunded when the renter no longer rents in the park. Mail for short stay renters will be delivered / collected by renters at the office.
2. Recreational vehicles will be allowed to place a deposit on an RV site after April 1st for three (3) months. However, if someone contacts the office and wishes to rent that site for a longer period of time before September 1st, the office will contact the original tenant and they will have an option of either renting for a longer period of time or choosing another available lot in the park. If they do not wish to do this, their deposit will be returned to them. If there is a failure to notify the office in writing, within 45 days of intended arrival, no refund will be given unless there is documentation of sickness or death.
3. All rent shall be payable in advance on the first day of each month. A five percent (5%) late fee will be assessed to renters if the rent is not received by the 8th of every month. This allows a seven (7) day grace period. There will also be one (1) courtesy call per renter per year before assessing the late fee.
4. Please give us the courtesy of a call to notify us by September 1st of the year you are not coming to allow us time to notify someone on our waiting list of the cancellation. Failure to do so may result in the loss of your deposit, as we will not rent your spot if we think you are still coming.
5. **If renters violate the pet rule (#5, page 1), they will be asked to board their pet OR leave the park within 48 hrs. of said violation.**
6. **No smoking in the apartments or the Dancers Lane house.**