

COLONIAL ESTATES, INC.
RULES AND REGULATIONS

**Adopted by Board of Directors
February 26, 2018**

**Ratified by Shareholders
March 13, 2018**

Effective May 12, 2018

Colonial Estates, Inc.

A Resident-Owned Senior Community

12375 S. Military Trail

Boynton Beach, Florida 33436

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Established in 1987, Colonial Estates, Incorporated is a resident-owned community and now requires that each homeowner shall own or purchase one full share of the Corporation. Pursuant to Chapter 607 of the Florida Statutes, Colonial Estates, Inc. is a for-profit corporation in which its shareholders are members and collective owners of the corporation. The land owned by the corporation consists of 254 lots. Each lot is referred to as a lot for identification purposes and may have dimensions; however, no shareholder individually owns the land on which a home is situated. Rather, the shareholder is an owner of a share of the corporation.

To protect and preserve the comfort, health, safety and welfare of the residents of Colonial Estates (the Park), the Rules & Regulations of Colonial Estates, Inc. shall apply to all shareholders, as well as to persons residing within the boundaries of the Park. The rules set forth herein are authorized in accordance with the By-Laws of Colonial Estates, Inc., adopted September 23, 1987

If any of these regulations conflict with local, county, or state law, such law shall take precedence, but only as to the item(s) involved.

1. USE OF PREMISES

1A. Colonial Estates is intended strictly for residential purposes. NO COMMERCIAL PEDDLING, SOLICITING, OR COMMERCIAL ENTERPRISES are allowed on the Park premises. Canvassing by residents for social and community is permitted.

1B. Discharge of WEAPONS, such as air rifles, bows and arrows, and firearms is strictly prohibited.

1C. Outside fires are not permitted, except for controlled and properly supervised fires in barbecue grills.

1D. Colonial Estates, Inc., does not wish to interfere with your personal life. However, there are LIMITATIONS ON THE NUMBER OF PERSONS WHO MAY RESIDE IN A MOBILE HOME. Only those persons listed on the application for residency, and approved by the Screening Committee, shall be permitted to be residents. **Except for guests, no person may be a resident without having first been approved by and registered with the Screening Committee.** Within the Rules & Regulations contained herein, a resident is defined as either a shareholder or renter who is approved by the Screening Committee and who resides in the park more than thirty (30) days.

1E. Guests are persons (including children) whose stay does not exceed thirty (30) total days per year. All guests must be registered with the Park. There is no charge for registration. Guests, other than an immediate family member, which shall be defined as a Shareholder's

spouse, parents, children, grandchildren, grandparents or siblings, who are not paying rent to the Shareholder, who are occupying a Lot without the Shareholder in residence for a period in excess of thirty (30) days in any twelve-month period, shall be deemed tenants for purposes of being approved by the Screening Committee and shall be subject to all other restrictions on tenants contained in these Rules and Regulations.

1F. Guests ~~or~~ and visitors are required to comply with these rules and regulations. Violation of a rule or regulation by a guest or visitor is a violation of or by the shareholder. **All shareholders are responsible for the actions and behavior of their guests and renters and will be held accountable for any corrective actions or fines that may be assessed.**

1G. Subleasing (renting) is allowed for a period of not less than one month at a time, but no more than six (6) months per 12-month period, subject to the approval of the Screening Committee and Board of Directors. There will be a screening fee, paid by the shareholder **including the signed statement that the renter agrees to abide by all Park rules and regulations. There will also be a fee for background checks per person, paid by the Shareholder. At the time of screening, each renter shall be provided with a copy of the Rules & Regulations which includes the signed statement form.**

2. NOISE DISTURBANCE

2A. In a 55+ community, some residents wear hearing assisted devices; while others do not. Colonial Estates insists that neighbors be considerate of neighbors. Please wear your devices when possible. For those who don't require hearing devices, please note that loud conversations, radio and tv sounds travels through thin walls and screens. Please be discrete.

2B. Radios, TV's and other sound systems and voices must not be audible outside your home between 10 PM and 9 AM. Be considerate of your neighbor.

2C. Use of noise equipment, such as power mowers, power tools, etc. is prohibited between 7 PM and 8 AM. Sundays and Holidays, 10:00 PM to 8 AM only.

3. PETS

3A. The Park will allow pets, subject to the restrictions set forth in this section, as follows:

- 1) Each resident (homeowner or renter) is hereby permitted to have not more than two pets per lot with each pet weighing twenty-five (25) pounds or under in weight at maturity on the premises.
- 2) Each resident homeowner or renter shall be required to provide a description of the Pet(s) to the Board of Directors. A photograph of the Pet must be provided and shall be held on file in the office.
- 3) The pet shall not be allowed out of the premises unless under the control of the owner such as on a leash, in a box, caged or other physical restraint.

- 4) The Pet shall under no circumstances be permitted in the mail room, clubhouse, swimming pool areas specifically designated by the Board of Directors.
- 5) The pet owner must keep the pet's food, drink and toilet facilities in such a manner that they do not attract insects, reptiles or vermin.
- 6) No pet owner shall be permitted to tie up any pet outside of their mobile home and **LEFT UNATTENDED.**
- 7) Leashes shall not exceed a length of ten (10) feet.
- 8) The renter and shareholder shall be responsible for any damage caused by the pet to the building, grounds, flooring, or any part of the recreational facilities belonging to Colonial Estates, Inc.
- 9) If, in the opinion of the Board of Directors, the pet has become an objectionable nuisance by reason of barking noises during quiet hours (10 PM to 7 AM), damage to any of the recreational facilities or common areas of the Park or any other matter, the Board may, at their discretion, at any time, require the pet owner to remove the pet from the Park.
- 10) [*reserved for future use*]
- 11) Pet feces should be removed at the time it occurs, especially when it occurs on the roadway. The recreational storage area, also commonly known as the 'Back Lot', is considered part of the Park and all waste must be disposed of properly. The pet's owner (renter or shareholder) assumes responsibility for disposing of pet waste, securely, sealed in plastic bags so that no material is exposed in the garbage area.
- 12) Certain Dog Breeds Prohibited: No homeowner shall be permitted to own a Pit Bull, Rottweiler, Doberman Pincer, or other breed which is considered aggressive and dangerous in the opinion of the Board of Directors.
- 13) No doghouses are permitted outside of the mobile home.
- 14) The Park shall not maintain any dog runs. Should a dog run area be established by the Board of Directors, such dog run shall be cared for and maintained by the users (pet owners) only. If not maintained, the Board will close it down.
- 15) All provisions set forth in this section shall be applicable to the shareholders and renters, and to any guests who might bring a pet onto the premises during the time that guest remains at the Park.
- 16) For a violation of any provision herein, the pet owner will receive a verbal warning as a first notice from the Park Office or from a Board Member. If the violation is not abated or removed within 15 days, the pet owner (or renter) and/or shareholder will receive a written letter as a second notice. If the violation continues beyond another 15 days of the second notice, a third notice of violation with a fine of twenty-five dollars (\$25), plus any additional cost incurred to remove the violation.
- 17) Written complaints must be substantiated and **MUST** be signed.
- 18) Repeated infractions of this section cause by a particular pet, may be grounds for the Board to evict that pet from the Park.

4. VEHICLES

4A. All motor vehicles and hybrid vehicles (combination gas motors and/or electric) must be licensed and operable. Such motor vehicles must not be driven at speeds exceeding 15 MPH while traveling Park roads.

4B. No more than two (2) vehicles, not including RV's are allowed per shareholder's home site. However, a shareholder, renter or guest may have a third vehicle in the Park only if the driveway on the shareholder's lot is large enough to accommodate that number of vehicles.

4C. Parking on the street is limited to temporary loading and unloading of vehicles, delivery trucks and contractor trucks only when the vehicle cannot park in the driveway, and only when no hazard is created. Because of underground utilities lines, **PARKING ON THE GRASS IS NOT PERMITTED.** Guests may also temporarily park in the street adjacent to the home being visited when no hazard is created and passage by other vehicles is not prevented.

4D. Parking in a driveway other than your own is not allowed without the permission of the affected renter or shareholder of that driveway.

4E. Motor homes and recreation vehicles may be temporarily parked at the renter or shareholder's home for loading and unloading for a reasonable time but not longer than twenty-four (24) hours. LIMITED overnight parking for visitors' motor homes and recreational vehicles is available adjacent to the water plant for a fee, and must be registered with the office.

4F. Vehicles must not drip oil or other fluids on Park streets or driveways. Residents are responsible for cleaning or replacing driveways or other property damaged by leaking fluids.

4G. Vehicles must have operational sound-muffling equipment which prevents loud noises. Vehicles which generate loud noise are not permitted in the Park. Loud sounds created by vehicles shall be considered a violation of Section 2 of the Rules & Regulations.

4H. Only minor vehicle repairs, washing, and waxing are permitted in the Park.

4I. Except for battery-operated wheelchairs, bicycles, tricycles, and golf carts, gas-powered two-wheelers, mopeds and three or four-wheelers may not be operated on Park property.

4J. Club House Parking lot is for Office and club house Parking only. Violators will be subject to a fine of fifteen dollars (\$15.) per day. Visitors are allowed up to two (2) weeks parking and must register with the office.

5. APPEARANCE AND MAINTENANCE

5A The land owned by Colonial Estates, Inc. consists of 254 lots. Each lot is referred to as a lot for identification purposes and may have dimensions; however, no shareholder individually owns the land on which a home is situated. Rather, the shareholder is an owner of a share of the land owned by Colonial Estates, Inc. It is the responsibility of all shareholders to ensure that their home, which may be occupied, rented or vacant, is maintained in an attractive and clean manner.

5B In general, any violation of the park rules & regulations can be considered a “park nuisance.” It is a violation of rules approved by the shareholders of the park and a nuisance to the park. Per the current rules, violations are abated by enforcement by the Board of Directors by notification, fines and civil action.

5C Boxes, cans, bottles, equipment and other items to be used or discarded and not normally a part of the exterior décor of a home and its appurtenances must not be stored outside the home, except when enclosed inside a screened porch or under a carport behind a solid gate. This prohibition does not apply to vehicles or to lawn and patio furniture, but is intended to extend to any item which, if left stored outside, detracts from the appearance of the park. Such items include but are not limited to the following –

*boxes *exercise equipment *refrigerators *landscaping material *piping
*cans & bottles *power tools *washers/dryers *gas cans *scrap metal *propane
tanks *aluminum *building material *appliances *indoor upholstered furniture

Upon notification of a violation of the Rules & Regulations by the Park Office or a Board Member, the violations abatement process will be applied.

5D All homes must be maintained in good repair and appearance. The following categories of items are **NOT** permitted:

- 1) Window air-conditioning units.
- 2) Fuel Tanks
- 3) Non-retractable laundry or clothes lines without board approval.
- 4) Outside animal houses.
- 5) Outside antennas.
- 6) Boats, airboats, and other marine vessels (except in the storage area)
- 7) Small Satellite dish locations must be approved by the Board.

5E All homes must be skirted and tied down with approved materials complying with State and Local laws, ordinances, and regulations. Before installing or replacing skirting, Colonial Estates, Inc., approval must be obtained as to style and quality. The skirting must be solid in nature to prevent animals and stinging insects from nesting underneath the home. Skirting must allow for suitable and/or emergency access to utility connections and to the underside of the home.

5F All temporary or permanent exterior additions and improvements of any type, including utility sheds, must have prior approval of the Board of Directors as to size, type, style, appearance, quality, location and orientation, and must comply with applicable Palm Beach County Building Codes. Where required, permits must be obtained prior to making such improvements. Such improvements must allow suitable access to utility connections and to underside of home.

5G Do not apply paint, adhesive or other materials or substances to the home or lot without prior approval of the Board of Directors.

5H **EXTERIOR LIGHTING** other than the front yard lamp post must be shaded so as not to create a nuisance to others. All front yard lamp posts are to be kept on throughout the night (dusk to dawn), including when the resident is away from the Park and the mobile is unoccupied.

5I The Board of Directors or its appointed committee will periodically review exterior appearances of all homes, sheds and driveways, and will notify shareholders who fail to preserve or maintain good exterior appearances. This may include removal of clutter, trash, as well as the need to wash away mildew, mold and algae or paint as needed of any peeled or faded surfaces. Such notice of deficiency shall be in writing and shall specify the necessary corrective action to be taken within thirty (30) days. Refer to Section 13. VIOLATIONS OF RULES AND ENFORCEMENT PROCESS for notification and consequences.

6. LAWNS, SHRUBBERY TREES & FENCING

6A. While Colonial Estates provides for year-round grounds keeping of lawns, personal landscaping around the borders of the home is the responsibility of the shareholder and must be maintained regularly in an attractive manner. Furthermore, park lawn maintenance personnel are instructed not to mow within twelve inches (12") of any structure. This is specifically the shareholder's responsibility and includes keeping grass trimmed around the perimeter of the home and bordering shrubs, flowers, and trees trimmed. Grass and weeds should never exceed twelve inches (12") in height. If a resident fails to maintain these items, the Park may take steps to trim and maintain shrubs and trees, and shall bill the shareholder. The violations abatement process will be applied.

6B. For the sake of park mowing purposes and underground utilities, trees and shrubs shall not be planted outside the borders of a home without approval of the Board of Directors. Norfolk Island Pines planted in the ground are expressly prohibited in the park for hurricane safety reasons. Ficus and other trees whose roots can cause damage to Park property shall not be planted. Once planted, trees and shrubs become park property and must not be removed without permission of the Board of Directors.

6C. **BEFORE PLANTING ANYTHING**, check with the Board of Directors to determine that you are not interfering with underground utilities. If you damage underground utilities, you are responsible for the cost of repairing them.

6D. Residents are responsible for removal of leaves and other landscaping debris, except that which the Park will accept responsibility for trimming and removing. Large trees will be removed and or trimmed upon request of the resident and approved by Park. Certain native Florida trees may require approval by Palm Beach County.

6E. Colonial Estates has a system of wells for irrigation and distribution completely detached from the potable (drinking) water system. However, lawn sprinkling of individual lots is the shareholder's responsibility. If unfamiliar with a lot's individual lawn sprinkling, the shareholder should consult with park maintenance before turning it on for the first time. Shareholders should be mindful of raised or telescopic sprinkler heads which if left in the extended position can become sheared off by park maintenance. To avoid this, the best locations for sprinkler heads are inside planted flower or shrub beds.

It is strongly advisable that potable water from the park's water distribution system not be used for irrigation of lawns, except for occasional watering by garden hose.

6F. FENCES, other than those erected by the Park or by owners of adjacent property, are not permitted without prior written approval of the Board of Directors.

7. SWIMMING POOL & RECREATIONAL FACILITIES

7A. Residents and their registered guests may use the swimming pool and recreational area AT THEIR OWN RISK. Children under twelve (12) are NOT permitted in ANY recreational facility or common areas, including the laundry area unless accompanied by an adult.

7B. As long as you are a resident, you are also a stakeholder in the Colonial Estates community. Please treat the common areas as you would treat your own home. All persons using the pool and recreational area must comply with these and any posted rules. Failure to observe rules may result in loss of recreational facility privileges.

7C. Swimming pool hours are from 6am to 9pm, except during inclement weather or when the pool is closed for maintenance. Use of any recreational facilities may be temporarily curtailed for maintenance, cleaning, repairs, or special activities.

7D. Persons wearing lotions and creams need to cover chairs and lounges with a towel before using the chairs and lounges. Chairs and lounges ~~must~~ should be returned to their proper location and position after use.

7E. All persons must shower before entering the pool to eliminate oils, lotions, and any other substance which could clog or otherwise affect pool filters and equipment or pool water. Persons with cold, flu or other contagious illness or condition may be denied access to the pool

7F. The following will **NOT BE TOLERATED** inside the Pool Area:

- 1) Food or drinks in glass containers –all trash to be disposed of.
- 2) Children under 12 years of age using pool without supervision by an adult, or babies or any other incontinent person in non-swimming diapers.
- 3) Running, horseplay, splashing, games & ball playing.
- 4) Pets of any kind except certified service dogs.
- 5) Wheeled vehicle (except wheelchairs, amigos and strollers)
- 6) Glassware of any shape or kind.

7G. Additional regulations that may be posted at the pool area.

7H. Recreational facilities and common areas must be cleaned up after use.

7I. Persons entering Ferring Hall shall wear suitable attire. Uncovered Swimming suits and bare feet are not considered suitable attire. Do not walk on the shuffleboard or bocce courts.

8. GARBAGE & TRASH

8A. Garbage and trash collection are provided by Palm Beach County Solid Waste Authority and is picked up twice a week. Garbage bags or other containers should not be placed along the edge of the road until sunset of the day before pickup. Yard waste and trimmings should be bundled or bagged, if possible, and set along the edge of the road.

9. SCHEDULE OF FEES AND CHARGES

9A A Schedule of Fees is established which lists fees, charges and fines for certain activities, transactions, violations or other costs incurred by Colonial Estates, Inc. Being a section of the Rules & Regulations, these fees and charges are hereby authorized pursuant to the By-Laws of Colonial Estates, Inc. The schedule is listed as Exhibit A, Schedule of Fees and Charges, and is attached to the rear of this document.

9B There are no entrance or exit fees; however, any person who moves a home into, out of, or within the park is responsible for all expenses incurred incident to that move, including any damages caused by the move and the expenses of preparing the pad and lot for accepting another home.

9C Any Shareholder who, in connection with the payment of any charge, fee, cost, assessment, or other payment gives to Colonial Estates, Inc., a check which is subsequently returned to Colonial Estates, Inc. by the bank unpaid, shall be assessed for any charges applied by the bank, plus late payment charges.

9D Shareholders should refer to the Articles of Incorporation and the By-Laws of Colonial Estates Inc., for any additional charges, fees and assessments for which they are responsible.

10. MONTHLY PAYMENTS AND RENT

10A. The collection of rent between renters and shareholders is a matter between renters and shareholders. Colonial Estates, Inc. will not become involved unless the payment of the monthly maintenance dues is affected. Colonial Estates takes no position in any renter/shareholder relationship unless the relationship becomes a threat or nuisance to the public safety and general welfare of the park. The determination as to whether or not a person has become a threat or nuisance to the public safety and general welfare of the park shall be made in the sole and absolute discretion of the Board of Directors from time to time.

10B. Shareholders pay a monthly maintenance fee as established by the Annual Budget for Colonial Estates, Inc. In addition, shareholders who have not fully paid for their shares are required to make an additional monthly payment to Colonial Estates, Inc., on the unpaid balance of their share. Unpaid balances for a share will have interest applied at the monthly rate of 4%, per Florida statutes.

11. SELLING YOUR HOME

11A. You must notify the Park Office when your home and share are for sale. If you list your property with a broker, advise the Park Office of the broker's name, address and contact number. "FOR SALE" signs must not exceed 14"x17" in size and may only be displayed in the window of the home.

11B. The prospective purchaser(s) of your home and share must be approved, after a background check of all parties, in writing, by the Screening Committee and the Board of Directors before the purchaser may reside in the home within Colonial Estates. The seller

should advise that all sales are contingent upon a satisfactory background check and approved screening of the purchaser(s).

11C. Colonial Estates, Inc., requires that all homeowners purchase one full share within the Park.

11D. Colonial Estates, Inc., shall have the right of first refusal to purchase the share and home. If Colonial Estates, Inc., does not purchase the share and home, the share and home may be sold to any qualified individual(s) approved, in writing, by the Screening Committee. In no event may a share and home be sold to any individual(s) who has not been previously approved by the Screening Committee after a background check.

11E. The Screening Committee shall not discriminate on the basis of sex, race, religion, national origin, or physical handicap. However, any new purchaser of a home, or a share and home, must

- 1) Be able to demonstrate the ability to meet the financial obligations attendant to living in the Park, must agree to abide by the rules of the Park, and
- 2) Agree to abide by the Articles of incorporation, the By-Laws and these Rules and Regulations.

12. FORFEITURE OF SHARE AND EXPULSION FROM PARK

Parts of this section are derived directly from the By-Laws of Colonial Estates, Inc. and are identified with a reference notation, and cannot be modified herein without amending the By-Laws by vote of the shareholders.

12A Each member shall be liable for a proportionate share of the total financial liability incurred by the corporation in connection with the operation of the Park. The actual amount of each members share shall be calculated by the following formula:

Total financial liability connected with the operation of the park divided by total number of lots = each member's assessment.

[By-Laws, Article 3, Section 1.]

12B If an assessment imposed by the budget is not paid within 30 days of the due date, the corporation shall send a notice advising the member that his voting rights have been suspended due to non-payment of the assessment. If such assessment is still not paid within 30 days after the mailing of the notice, the corporation may declare the members share terminated. [By-Laws, Article 3, Section 3a.]

12C Upon default by a member, as described in the preceding paragraph, the members share may be sold. The corporation shall have a right of first refusal to purchase the share. If the corporation elects not to purchase the share, the share may be sold to an individual qualifying for residency in the park and for membership in the corporation. The proceeds from the sale of the share shall be paid over to the terminated member LESS the amount of all unpaid assessments, late charges, interest charges, plus the cost of the sale and collection. [By-Laws, Article 3, Section 3b.]

12D If a member's rights have been terminated, as set forth above, the member, or any other person or persons in possession by or through the right of the member shall surrender the park lot to the corporation. The corporation may re-enter and re-possess the park lot without any additional notice being given to vacate the park lot. If a member or any other person in possession by or through the right of the member does not vacate the park lot upon termination of the members rights, the corporation may evict the member or other persons and regain possession of the park lot. Such a terminated member may sell his home on the lot or may move his home out of the park, at his election. If the terminated member elects to sell his home the corporation shall have the right of first refusal to purchase the home (along with the attendant share). If the corporation elects not to purchase the home and share, the terminated member may sell the home, along with the attendant share to any individual qualifying for residency in the park and for membership in the corporation. No share shall be transferred to one who purchases from a terminated member until the corporation has been reimbursed for all unpaid assessments, late charges and interest charges, plus the costs and legal fees associated with termination of a member. [By-Laws, Article 3, Section 3c.]

12E If any member fails to pay any assessment imposed by the budget when due, a late charge of fifty dollars (\$50) shall be imposed. If the assessment and late charge are not paid within thirty (30) days of the date when first due, the amount of the assessment shall thereafter bear interest. [By-Laws, Article 3, Section 3d.]

12F The corporation shall also have a lien against the members share to the extent of any sums due the corporation that are not paid when due. The lien shall be superior to the rights of the member or any person in possession under the member. If the sums are not paid within sixty (60) days after they are due and payable to the corporation, the corporation will foreclose the lien. The corporation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such foreclosure. [By-Laws, Article 3, Section 3e.]

12G In situations of chronic violations or a criminal offense committed by a shareholder, the Board of Directors may enforce upon a shareholder Article 3, paragraph 2 of the By-Laws of Colonial Estates, Inc. which is reprinted as follows: "***Continued ownership of a share of the Corporation is conditioned upon material compliance by the shareholder with the foregoing rules of the park. If a shareholder is in violation of a park rule, the corporation shall send the shareholder a notice specifying the nature of the violation. If a shareholder has not corrected the violation within thirty (30) days, the Corporation may sue to enforce the rule or may terminate the member's share. In the event of a share termination, the Corporation may avail itself of all remedies set forth in ART. III (3), as if the shareholder had failed to pay assessments after notice. In the event that the Corporation elects to sue, the shareholder shall reimburse and indemnify the Corporation for all court costs, fee, and charges, including attorney's fees, incurred by the Corporation in enforcing the rule. Such fees and charges shall be a lien on the shareholder's share, and no transfer of the owner's share shall be made until the fees and charges are paid.***" [By-Laws, Article 3, paragraph 2.]

12H In situations of chronic violations or a criminal offense committed by a renter or resident, the Board of Directors may give notice to the shareholder of the Board's intent to sue the shareholder or to expel the renter or resident from the Park.

12I Any discovery of a conviction of a crime (other than traffic infractions) on the part of a resident, renter or shareholder committed under the law of any state in the United States of

America, its territories or a foreign commonwealth shall give cause for the Board of Directors to convene and reconsider the individual's original approval for residency in Colonial Estates. This may result in the revocation of residency status.

13. VIOLATIONS OF RULES AND ENFORCEMENT PROCESS

Pre-Notification Warning and Review Process. In Article 13 Rules of the Park, paragraph 2 of the By-Laws of Colonial Estates, Inc., there is a firm and definite procedure in addressing residents and shareholders who fail to maintain compliance with the Rules & Regulations. In attempt to avoid taking the immediate measures prescribed in the By-Laws (described above), the following "pre-notification" warning and review process will be used.

13A Violations & Review Process In the event of a violation of any rule or regulation established by Colonial Estates, the following appeal procedure is available but not required. Every individual will have an opportunity to explain their position regarding the violation to the Mediation Committee. The decision of that committee will be final.

- 1) The Mediation Committee shall consist of four (4) shareholders and one Board Member. They shall meet whenever an appeal is requested. Meetings shall be documented with minutes.
- 2) The Committee shall consider any argument or explanation from the violator as to why the rules should not be enforced upon him or her. Convenience shall not be a valid reason. The Committee shall consider how the violation impacts the surrounding residents.
- 3) The Committee can extend the abatement period only if extenuating circumstances exist such as the owner is seasonal and not able to dutifully comply.
- 4) The Committee can mediate a solution but cannot nullify the violation.
- 5) When a violation is appealed to the Mediation Committee, the time period required for compliance is delayed until the Committee makes its decision.

13B How Violations Are Processed

- 1) In the event of a violation of the approved Rules & Regulations of Colonial Estates, a verbal warning will be given to the occupant or person responsible for the violation. This warning (first notice) will be documented as to the time, date, lot and individual notified and will be kept on file in the main office. (This will apply to both shareholders, as well as renters who occupy the shareholder's premises.)
 - a) In situations in which the home is unoccupied (seasonally used), contact will be made with the shareholder to arrange a reasonable compliance time schedule. Noncompliance with an arranged schedule may result in a fine.
- 2) If corrective measures are not taken within 30 days of the verbal warning, written notice will be sent **to the shareholder** via certified mail requesting compliance within 14 days of the date mailed. A fine of \$25 will be assessed and included with

this certified mailing. (The shareholder is ultimately responsible for any violation committed on the premises.)

- 3) If the violation continues beyond 44 days of the original verbal warning, it will be referred to Colonial Estates' legal counsel for resolution either through his office or by civil court. If found guilty of the violation, the shareholder will be liable for
- a) All court and legal costs incurred,
 - b) Any other cost incurred by Colonial Estates to rectify or remediate the violation, and
 - c) The original fine.

14. RULES GOVERNING USE OF THE REAR OR BACK LOT

For the preservation of public health, safety and security of property and life in the area of the Park known as the "rear lot" or "back lot", it is necessary to maintain standards for the use of back lot. The back lot is available for the use and enjoyment of shareholders and residents, and their guests; however, storage of recreational vehicles (RV's), water craft and sport utility trailers are expressly restricted to residents and shareholders. Availability is on a "first come, first serve" basis. No space locations are assigned on a permanent basis.

- 14A RV's (recreation vehicles) will be the only vehicles allowed in the back lot. Park residents and shareholders are the only persons who will be allowed to store an RV inside the Park.
- 14B No family member who does not live in the Park may be allowed to store an RV in the back lot for more than two weeks, unless a longer temporary length of time is permitted by the Board of Directors.
- 14C Upon approval by the Board of Directors, visiting guests with travel trailers or motor homes will be permitted temporary privileges for up to two weeks. Visitors and guests utilizing the Back Lot must comply with all rules stated herein such as registration, proof of insurance and a signed waiver of liability.
- 14D All stored items must be recorded at the Park office, along with a proof of ownership, valid registration, current license plates and insurance.
- 14E Providing there is space, not more than two recreational items are permitted per lot. Recreational items may be a combination of recreation vehicle (RV), sport utility trailers or water craft but shall not exceed two. A water craft fastened to a utility trailer will be considered as one item.
- 14F All owners who store recreational items in the back lot must sign a waiver of liability against Colonial Estates, Inc. for any damages that may be occurred while their property is located there.
- 14G All recreational units must be in working, operable order and must not be used for long term storage. There must be sufficient clearance beneath the recreational unit in for mowing of grass and weeds.
- 14H Storage of motor cars and commercial vehicles are not permitted at any time, unless temporarily waived by the Board of Directors but in no case shall exceed 30 days.

- 14I Storage units are not permitted at any time.
- 14J Any item stored in the back lot must be free of trash or debris caused by the item's owner.
- 14K A fine will be assessed if a violation is not abated in a timely manner. The fine will be assessed to the shareholder.
- 14L If recreational items are not maintained, or in violation and not abated within a timely manner of thirty days, Colonial Estates, Inc. shall with proper notification & posting, deem the property to be abandoned and unclaimed. The Park shall arrange for its removal by sale or salvage. Any funds derived from this will be applied to maintenance of the Back Lot.
- 14M A monthly Back Lot Maintenance Fee of \$10 per recreational item will be charged to the resident or shareholder. This fee is intended for maintenance of the back lot. Colonial Estates, Inc. assumes no liability for any damages incurred by items stored in the back lot.

15. THE SCREENING COMMITTEE

15.A A Screening Committee, appointed by the Board of Directors, shall review all applicants for residency in Colonial Estates. As previously mentioned in Section 1D, a resident is defined as either a shareholder or renter who resides in the park in excess of thirty (30) days.

15B. Meetings of the Committee shall be private, as well as the actual meeting with the applicant. Notes of the meeting with the applicant shall be kept and filed with the Park Office. A meeting shall be arranged whenever an application for residency is received at the Park Office. At that time, a copy of the Rules & Regulations and other documents, as needed, shall be provided to the applicant.

15C. The Screening Committee shall not discriminate on the basis of sex, race, religion, national origin, or physical handicap. However, the following standards for review shall apply:

- 1) The applicant must be able to demonstrate the ability to meet the financial obligations attendant to living in the Park. A credit score may be requested.
- 2) The applicant must agree to abide by the Rules & Regulations of Colonial Estates.
- 3) If the applicant intends to be a shareholder, he/she must also agree to abide by the Articles of incorporation and the By-Laws.
- 4) Grounds for denial of residency in Colonial Estates: Denial of any applicant (which shall include all proposed occupants of a Lot) may result because of the existence of any of the following:
 - a. Falsification of information provided by the applicant.
 - b. Refusal to provide requested information.
 - c. The person(s) seeking approval has been convicted at any time of a felony involving violence to persons; or a felony involving or concerning moral turpitude; or a felony where the victim was a minor; or a felony where such person has been convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substances Act

- (21 U.S.C. 802); or has been convicted of any other felony within the five (5) years preceding the date of application
- d. The person(s) seeking approval fails to qualify for membership or occupancy in the Park, including, but not limited to, those applicants who fail to qualify for membership or occupancy because of the restrictions on occupancy or ownership set forth in the Bylaws or these Rules and Regulations, as same may be amended from time to time.
 - e. Having too many pets or pets that do not conform to the park rules.
 - f. Refusal to sign the acknowledgement form of the Rules & Regulations at the conclusion of the reading of the rules.
 - g. The person(s) seeking approval is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction.
 - h. The person(s) seeking approval has a history of violating the Park's Bylaws or Rules and Regulations, or a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this or any other community as a lessee, guest, owner, shareholder or occupant of a Lot.
 - i. No lease will be approved if, at the time of the application, the Shareholder is delinquent in the payment of any financial obligation to the Corporation under the Bylaws or these Rules and Regulations, or the applicable Statute, if any, or if the Lot is in violation of any provision of the Bylaws or these Rules and Regulations, as same may be amended from time to time, which remains uncured at the time an application is made hereunder.

15D. Screening Process: Prior to meeting with an applicant, the Screening Committee shall review the applicant's report of the required background check, as mentioned in Sections 1 and 11. In addition to general interview questions and questions based on the above four standards, additional questions may arise related to the background check. The applicant will have the opportunity to explain or clarify anything pertaining to background check report. Thereafter, the Committee may choose to temporarily recess the meeting for internal discussion. All items reviewed and discussed by the Screening Committee shall remain confidential.

- 1) If the Screening Committee is satisfied with the interview session, the Committee may choose to reconvene the meeting and conduct reading of the Rules & Regulations with the applicant. When completed, the applicant is required to sign the acknowledgement page and retain a copy of the rules.
- 2) If the Screening Committee is not satisfied with the interview session, the Committee can either adjourn the meeting and the applicant is denied; or it can ask for additional clarifying information and schedule another session with the applicant following the same process as before.

16. MISCELLANEOUS

16A. Each shareholder must maintain adequate liability insurance for damages or injury caused by his home or appurtenances thereto. Colonial Estates, Inc. is not responsible for losses or injury caused by fire, theft, vandalism, weather, riot, war, and acts of God. In the event of loss or damage to a home or its appurtenances, which loss or damage results in impairment of the appearance or habitability of the home or its appurtenances, the homeowner shall promptly repair or replace the home and appurtenances or remove the home and its appurtenances from the Park.

16B. Colonial Estates, Inc. may, but shall not be required to, furnish emergency services in a homeowner's absence as follows, unless the homeowner has directed otherwise in writing and has provided Colonial Estates, Inc. with the name, address and telephone number of a person who is authorized to provide emergency services for the homeowner.

- 1) Police (or another emergency agency) will be advised or called out, as appropriate.
- 2) Emergency repairs may be made to the home and appurtenances. The homeowner is required to reimburse the Park for the cost of any such repairs.

The Board of Directors will attempt to contact the resident (or his designated agent). The resident will leave a phone number and address where he can be reached and (if applicable) email, text messaging capability and fax number.

16C. In any event, Colonial Estates, Inc. may take such action, as may be necessary in an emergency to prevent damage to Park Property, to other residents and persons, and to personal property belonging to the Park or others. If circumstances necessitate emergency action, where attributable in whole or in part, to a homeowner or his home, guests, visitors, or personal property, the homeowner will be billed and is obligated to pay any costs involved.

16D. Residents are responsible for damage caused by themselves and by their guests, visitors, or by any personal property owner or controlled by any of them.

16E. No resident, guest, or visitor shall be permitted to commit an act or engage in any activity which may or shall cause damage to any other resident, guest, or visitor, or to any Park property, or which may or does constitute a nuisance.

16F. The Rules and Regulations may be amended by agreement of at least four (4) members of the Board of Directors with the approval of a majority of the Shareholders of Colonial Estates, Inc. Changes to the Rules and Regulations take effect sixty (60) days after posting at the clubhouse and on the Colonial Estates website <http://www.colonial-estates-fl.com>. However, rules adopted as a result of restrictions imposed by governmental entities and required to protect public health, safety, and welfare may be enforced immediately upon notice of adoption.

**AGREEMENT TO ABIDE BY THE RULES AND REGULATIONS OF
COLONIAL ESTATES, INC.**

(I) (WE) _____ and _____
HAVE READ THE RULES AND REGULATIONS AND AGREE TO ABIDE BY THEM.

(Signature) _____ *(Date)*

(Signature) _____ *(Date)*

(As Witnessed by)

**Exhibit A,
Schedule of Fees and Charges,**

Administrative Fees	Fee in Dollars (\$)
Application for screening	0
Application for background check	75
Transfer of share	0
Penalty fee for checks returned from bank for insufficient funds	25
Late fee applied when maintenance dues not paid by 15 th of month	50.
Unauthorized use of clubhouse parking	15/day
Back (Rear) Lot User Fee for maintenance of back lot	10/ rec. vehicle/month
Violations Fees	
<i>Violations Concerning Pets</i>	
1 st Notice of Violation is given by verbal warning by Park Office or a Board Member.	0
2 nd Notice of Violation is given in writing, if not corrected within 15 days of verbal warning.	0
3 rd Notice of Violation with fine is given in writing, if not corrected within 30 days of verbal warning.	25
<i>General Violations of the Rules & Regulations, Other Than Pets</i>	
1 st Notice of Violation is given by verbal warning by Park Office or a Board Member.	0
2 nd Notice of Violation is given in writing by certified mail if not corrected within 30 days of verbal warning.	25
3 rd Notice is given in writing by certified mail, if not corrected within 44 days of verbal warning, informing that this violation has been referred to legal counsel for civil enforcement.	0