

COLONIAL ESTATES, INC.
RULES AND REGULATIONS

**Adopted by Board of Directors
April 1, 2024**

Effective May 4, 2024

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 not-for-profit corporation whose shareholders are members and collective owners. 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 and 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 June 5, 2022.

If any of these regulations conflict with local, county, or state law, such law shall take precedence, but only for 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 listed on the residency application and approved by the Screening Committee and Board of Directors shall be permitted to be residents. **Except for guests, no person may be a resident without having first been approved by and interviewed by the Screening Committee and Board of Directors.** Within the Rules & Regulations contained herein, a resident is defined as either a shareholder or renter who is approved by the Screening Committee and Board of Directors and who resides in the park for 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 Board of Directors and shall be subject to all other restrictions on tenants contained in these Rules and Regulations.

1F. Guests and visitors are required to comply with these rules and regulations. Violating 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. No one may rent their home if there are any outstanding debts, unpaid taxes, unresolved violations, or current violations. 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 Board of Directors. There will be a nonrefundable application fee per person, paid by the shareholder or renter for the background check and administrative processing. **Each renter shall be provided with a copy of the Rules & regulations prior to their screening interview, and a signed acknowledgment form must be completed at the time of screening.**

2. NOISE DISTURBANCE

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

2B. Use of noise equipment, such as power mowers, power tools, etc., is prohibited between 7 PM and 8 AM. Holidays - no use of any devices that are a noise disturbance.

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 no more than two pets per lot, with each pet weighing thirty (30) pounds 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. The office must have a current photo and a current form from your vet noting the current weight and the pet's shot records. All shots must be up to date and kept up to date as long as the pet is in the community.
- 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, or 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) Pet feces should be removed at the time they occur, especially when they occur on the roadway. The recreational storage area, commonly known as the 'Back Lot,' is 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.
- 11) Certain Dog Breeds Prohibited: No homeowner shall be permitted to own a Pit Bull, Rottweiler, Doberman Pincer, or other breed that is considered aggressive and dangerous in the opinion of the Board of Directors.
- 12) No doghouses are permitted outside of the mobile home.
- 13) 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.
- 14) 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.
- 15) 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 7 days, the pet owner (or renter) and/or shareholder will receive a written letter as a second notice. If the violation continues beyond another 7 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.
- 16) Written complaints must be substantiated and **MUST** be signed.
- 17) Repeated infractions of this section caused 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 RVs, 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 utility 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 from 7 AM-7 PM. LIMITED overnight parking for visitors' motor homes and recreational vehicles is available in the backlot 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 that 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, such as washing and waxing, are permitted in the Park.

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

4J. Club House parking lot is for Office and clubhouse parking only. Violators will be subject to a fine of fifteen dollars (\$15) per day. Visitors are allowed up to two (2) weeks of 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. All shareholders must 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 park's Board of Directors and a nuisance to the park. Per the current rules, violations are abated by enforcement by the Board of Directors through 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 lawn and patio furniture but is intended to extend to any item that, 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 clotheslines 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 the home's underside.

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 to avoid creating 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 the removal of clutter and 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 fifteen (15) days. Refer to Section 12. 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 home's borders is the shareholder's responsibility 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 removing leaves and other landscaping debris, except that the Park will accept responsibility for trimming and removing. Large trees will be removed and/or trimmed upon the resident's request and approved by the Park. Certain native Florida trees may require approval by Palm Beach County.

6E. 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. Irrigation with private irrigation wells is prohibited between 10:00 a.m. and 4:00 p.m. Odd-numbered addresses can water on Mon., Wed, & Sat. Even number addresses can water Tues, Thurs, & Sun. There is NO WATERING on Fridays.

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 dawn to dusk, 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. **NO NIGHT SWIMMING**.

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

7E. All persons must shower before entering the pool to eliminate oils, lotions, and any other substance that could clog or otherwise affect pool filters, equipment, or the pool water. Persons with cold, flu, or other contagious illness or condition may be denied access to the pool. The showers are not to be used for any other purposes except to rinse before entering the pool. No use of soaps, shampoos, etc. is permitted on the pool deck.

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

- 1) Food or drinks in glass containers –all trash needs 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 vehicles (except wheelchairs, amigogs, and strollers)
- 6) Glassware of any shape or kind.

7G. Additional regulations may be posted in the pool area.

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

7I. Persons entering Ferring Hall, or the Office window shall wear suitable attire. Shirts and shoes are always required in the recreational facilities. 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. After pickup, garbage bags or

other containers should be removed by dusk. ALL TRASH SHOULD BE PUT INTO CONTAINERS. 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 is 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 a charge per the fee schedule Exhibit A, 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 at 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 and credit check of all parties, in writing, by 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, credit 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 Board of Directors. In no event may a share and home be sold to any individual(s) whom the Board of Directors has not previously approved after a background and credit check.

11E. The Screening Committee and Board of Directors shall not discriminate based on 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 and regulations of the Park, and
- 2) Agree to abide by the Articles of Incorporation, the By-Laws, and these Rules and Regulations.

12. VIOLATIONS OF RULES AND ENFORCEMENT PROCESS

Pre-Notification Warning and Review Process. In Article 15 Rules of the Park, 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.

12A. **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.

12B. 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 15 days of the verbal warning, written notice will be sent **to the shareholder** via certified mail requesting compliance within 15 days of the date received. A fine of \$50 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 30 days of the original verbal warning, it will be referred to Colonial Estates' legal counsel for resolution either through their 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.

13. 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 using the back lot. The back lot is available for the use and enjoyment of shareholders and residents, their guests, and renters. Availability is on a "first come, first serve" basis. No space locations are assigned permanently. Shareholders, residents, and renters can only store owned RVs, boats, and utility trailers in their names.

13A. RV's (recreation vehicles) will be the only vehicles allowed in the back lot.

13B. 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. Renters may also store travel trailers or motor homes for the length of their renter's agreement. Guests and renters

utilizing the Back Lot must comply with all rules stated herein, such as registration, proof of insurance, and a signed waiver of liability.

13C. All stored items must be recorded at the Park office, along with proof of ownership, valid registration, current license plates, and insurance.

13D. Providing there is space, not more than two recreational items are permitted per lot. Recreational items may be a combination of recreation vehicles (RV), sport utility trailers, or watercraft but shall not exceed two. A watercraft fastened to a utility trailer will be considered as one item.

13E. 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 occur while their property is located there.

13F. All recreational units must be in working, operable order and not be used for long-term storage. There must be sufficient clearance around the recreational unit for the mowing of grass and weeds.

13G. Storage of motor cars and commercial vehicles is not permitted at any time unless temporarily waived by the Board of Directors.

13H. Storage units are not permitted at any time.

13I. Any item stored in the back lot must be free of trash or debris caused by the item's owner.

13J. A fine will be assessed if a violation is not abated in a timely manner. The fine will be assessed to the shareholder.

13K. 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 the maintenance of the Back Lot.

13L. A monthly Back Lot Maintenance Fee of \$30 per recreational item will be charged to the resident or shareholder. This fee is intended to maintain the back lot. Colonial Estates, Inc. assumes no liability for any damages incurred by items stored in the back lot.

14. THE SCREENING COMMITTEE

14A. 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 more than thirty (30) days.

14B. 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.

14C. The Screening Committee shall not discriminate based on sex, race, religion, national origin, or physical handicap. However, the following standards for review shall apply:

- 1) The applicant must agree to abide by the Rules & Regulations of Colonial Estates.

- 2) If the applicant intends to be a shareholder, he/she must also agree to abide by the Articles of Incorporation and the By-Laws.
- 3) 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. 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.
 - c. 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.
 - d. Having too many pets or pets that do not conform to the park rules.
 - e. Refusal to sign the acknowledgment form of the Rules & Regulations at the conclusion of the reading of the rules.
 - f. The person(s) seeking approval is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction.
 - g. 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.
 - h. No rental 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.

15. MISCELLANEOUS

15A. 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.

15B. 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.

15C. 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 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.

15D. 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.

15E. 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.

15F. The Rules and Regulations may be amended by agreement of at least four (4) members of the Board of Directors. Changes to the Rules and Regulations take effect thirty (30) days after notification to shareholders either via email, posting in the clubhouse, or 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.

**Exhibit A
Schedule of Fees and Charges**

Administrative Fees	Fee in Dollars (\$)
Application for US Citizens	\$125
Application for Canadian Citizens	\$150
Transfer of share	\$25
Penalty fee for checks returned from bank for insufficient funds	\$25/\$50 international
Late fee applied when maintenance dues not paid by 15 th of month	\$25
Back (Rear) Lot User Fee for maintenance of back lot	\$30 month
Violations Fees	
Estoppel Fee	\$25
<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 15 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 15 days of verbal warning.	
3 rd Notice is given in writing by certified mail, if not corrected within 22 days of verbal warning, informing that this violation has been referred to legal counsel for civil enforcement.	\$50 plus certified mail charge and legal fees