

**OAKWOOD ESTATES RETIREMENT COMMUNITY**

**4028 Rolling Oaks Drive**

**Winter Haven, Florida 33880**

**RULES AND REGULATIONS**

**Effective January 3, 2021**

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## WELCOME!

The policies and regulations of this Community have been established to make living here pleasant for you and your neighbors. Pride of ownership is essential to maintain the property values. This can be best evidenced by carefully following the Rules and Regulations set forth hereinafter.

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the Residents of Oakwood Estates Retirement Community and to maintain the appearance and reputation of the Community.

These Rules and Regulations have been adopted by the Board of Directors of the Corporation and may be changed from time to time to achieve this and other purposes. Notice of change in these Rules and Regulations will be given at least ninety (90) days prior to the date of the implementation of any change. The Rules and Regulations must comply with the Master Proprietary Lease, Section 14 and the By-Laws, Article XX.

If any provision of these Rules and Regulations is contrary to any law of any jurisdiction in which the Community is located, it will not apply nor be enforced; however, the other provision of these Rules and Regulations will not be affected and will continue in full force and effect.

The Oakwood Estates Retirement Community is a HUD 55 Plus Community as defined in the Federal Fair Housing Act of 1988.

1. The Oakwood Estates Retirement Community shall be housing intended and operated for occupancy by at least one (1) person 55 years of age or older per residential unit. No children under eighteen (18) years of age are allowed to reside on the premises with a Resident.
2. The Oakwood Estates Retirement Community satisfies the requirement of providing its Residents with significant facilities and services to meet the physical and social needs of older persons including, but not limited to, social and recreational programs, outside maintenance, accessible physical environment. The Board will always maintain the significant facilities and services to meet the physical and social needs of older persons.
3. The Board will publish and adhere to policies and procedures which demonstrate intent by the Board to provide housing for persons 55 years of age or older.

4. In order to retain status as a Federal HUD 55 Plus community, not more than 20% of housing without a resident of at least 55 years of age will be permitted. To ensure that this limit is not exceeded, only through inheritance via a legal will may a resident under 55 years of age become or remain as sole resident of a home.

Oakwood Estates, a 55 Plus HUD Retirement Community provides a designated housing area for Residents with dogs. (Refer to Section VI PETS)

When a complaint relates to the personal conduct of another Community Resident, said complaint must be in writing and signed by the person lodging the complaint. Disputes between neighbors, including personal conflicts and domestic quarrels, are not within the purview of Board of Directors and the Board of Directors will not become involved unless such activities become detrimental to the community at large.

Except in extreme emergency, these rules will be strictly followed.

Oak Wood Associates Board (hereinafter "Board") reserves the exclusive, unrestricted right to grant special exceptions to these Rules when, in the exclusive opinion of the Board, special circumstances warrant the granting of special exceptions or written waiver of a particular rule as it applies to a particular Resident, so long as the Board determines that such exception or waiver does not interfere with the general welfare, health and safety of Residents of the Community.

A Resident, by signing the Lease Agreement, acknowledges that these rules and Regulations are a part of the Lease Agreement.

## I. DEFINITIONS

A. **CORPORATION** – Corporation means Oak Wood Associates, Inc., owner of the Community.

B. **SHAREHOLDER** – A Shareholder shall be the Unit Owner (s) who hold a Stock/Share Certificate and a Proprietary Lease issued by the Corporation pursuant to the Articles of Incorporation; and, as stated in the By-Laws of the Corporation, Article 2.1, "(the Shareholders) shall be limited to Residents of Oakwood Estates".

C. RESIDENT – Resident shall be the person(s) residing/living in the Unit, both Shareholder and Non-Shareholder.

D. COMMUNITY – Community shall mean Oakwood Estates Retirement Community located near Winter Haven, and in Polk County, Florida.

E. LOT – Lot shall mean Manufactured Home lot as delineated on the plat of the subdivision of the Community, recorded in Plat Book 66, at pages 25–28, inclusive, of the public records of Polk County, Florida.

F. BOARD OF DIRECTORS – The Board of Directors (hereinafter referred to as “the Board”) means the person(s), firm or corporation designated by the Board of the Corporation to enforce the Rules and Regulations of the Community and to daily manage the Community.

G. HOME OCCUPANCY– Manufactured Homes will be permanently occupied by no more than two adult Residents except in extenuating circumstances, which shall be determined by the Board. At least one Resident of each Manufactured Home shall be 55 years of age or older, in accordance with Federal HUD Regulations.

H. SHORT-TERM GUESTS – Any person other than the Resident shall be considered a guest (Refer to Section V GUESTS).

I. LONG-TERM GUEST – A person granted a right by the Board to live with a Resident in excess of 30 days. All Long-term Guests shall be reviewed annually by the Board to extend their right to live in the park. (Refer to Section V GUESTS)

II. THE MANUFACTURED HOME

To obtain an approved installation (Home Installation Approval Form) of the Manufactured Home (a maximum of 24 feet wide) and conforming additions must contain and/or be constructed and/or maintained in accordance with the following specifications:

- A. Manufactured to meet all applicable standards and in conformity with the Florida Law.
- B. Conform to all local building codes.
- C. Must have approved masonry or composite steps at each exterior door.
- D. Skirting on the front of Homes must be Brick, Block or Stone. Skirting on the sides and back must be non-wood skirting.
- E. Must display a current Manufactured Home RP Decal as required by law.

- F. All carports and skirting must be completed within fifteen (15) days after commencement.
- G. All construction work must be performed by Contractors who are properly licensed under applicable State and local statutes and ordinances and who have been previously approved by the Board of Directors.
- H. Each such construction contract must obligate the Contractor to complete construction within sixty (60) days after delivery of the Manufactured Home to the premises and must require the Contractor to maintain public liability insurance protecting the owners and Residents of the Community from loss, damage or personal injury by reason of negligence on the part of the Contractor.
- I. All Manufactured Homes must be tied down and anchored in accordance with Florida law and/or insurance guidelines for tie downs and anchoring and/or any County, State or Federal Government Regulations.
- J. The Manufactured Home must not be more than five (5) years old at the time of installation.

### III. THE MANUFACTURED HOME SITE

- A. General Requirements
  - 1. The Resident agrees to keep the premises in a neat, healthy and clean condition and in a good state of repair, and to comply with all of the ordinances, laws, and statutes of any and all governmental authority having jurisdiction over the premises.
  - 2. Alterations/Improvement:
    - a. Any alteration, attachment or improvement to the exterior of the home site must first be approved by the Board by filing a **Property Improvement Request**. These forms are available at the office.
    - b. Upon receipt of the **Property Improvement Request**, two (2) Directors will meet with the Resident to discuss and inspect the proposed request. After inspection, the Directors will present the request to the Board for a consensus on approval or denial. The Resident will then be notified by a Board member of the decision.
    - c. Requests for painting the exterior of the home must be submitted with an attached paint color sample. The Board will review the requested color before giving approval.
    - d. Any exterior alterations that are done without Board approval may be considered a lease violation and could be subject to penalties up to and including termination of lease. In addition, any deviation of the originally approved request may also be subject to penalty.

3. In the event that a Resident does not maintain their premises according to these stated Rules & Regulations, the Board reserves the right to do the necessary work so that the lot meets the standards of the community. The costs will be charged to the Residents as set forth in the Proprietary Lease, Section 22.
4. Skirting must be attached to the home at all times.
5. Fences are not permitted.

**B. Carports, Storage, Attachments and Antennas:**

1. The intended use of carports is the parking of the Resident's properly licensed vehicles, a golf cart, bicycles and a grill. The length of the carport dictates what additional items, such as patio furniture, may be on the carport. Licensed motor vehicles must be parked only in the concrete carport area and cannot not be repaired or overhauled thereon.
2. Satellite dishes no larger than thirty-six (36) inches in diameter may be installed within two (2) feet of the back of the house. The dish cannot infringe on the utility easement or park maintenance operations. Exceptions to this limitation may be permitted with the written permission of the Board.
3. Antennas must be anchored to the back of the house.
4. Storage sheds with approximate interior dimensions no larger than eight (8) feet high, eight (8) feet wide, and four (4) feet deep may be used when attached securely to the back of the house or anchored to the ground. No wooden or metal sheds are allowed. No shed may impede the access to water and sewer lines nor to public utilities.
5. No laundry or drying of clothes is permitted on the lots except for a removable-style clothes line at the rear of the house. The clothes line must be removed and stored inside when not in use.
6. Solar panel systems are permitted with restrictions. A Property Improvement Form must be completed and approved by the Board. The installation must conform to County codes and must be approved by the County prior to installation.

**C. Plantings, Grass, Landscaping**

1. Before planting or removing trees, shrubs, vines or other landscaping items, the Resident must request approval by the Board by submittal of a Property Improvement Request form available at the office. If a utility problem arises from plantings or digging, the Resident is responsible for all costs to correct that problem. When a Resident moves from the Community, no permanent plants, flowers, shrubs, vines and trees on the property can be removed.
2. The Resident is responsible for properly maintaining landscaping, lawns, Resident trees, shrubs, vines and other plantings to assure a neat and healthy condition and appearance. If a Resident fails to properly cut, edge, rake, water, seed or sod

grass and/or prune, trim or otherwise maintain landscape, trees, shrubs, and vines located on the lot within seven (7) days after being notified, the Board will have the right to take any and all corrective measures it deems appropriate. The Resident will be assessed all costs of these corrective measures deemed necessary.

3. The Board reserves the right to remove any trees or plantings that reach such size or height that the view of traffic or free access to the maintenance easement is restricted. **Remember there are utility easements that must be kept accessible.**
4. The Board reserves the right to remove any awning, cabana, tree or other obstacle when it interferes with the placement or removal of a Manufactured Home or with community work, either regular or emergency.
5. In order to preserve Florida water resources, the following materials for landscaping lawns may be used:
  - a. Perennial Grass Sod
  - b. Perennial Grass Seed
  - c. Lava Rock, River Rock, Pea Gravel
  - d. Perennial Peanut Grass
  - e. Landscaping stones, bricks, blocks, and pavers no larger than 24 inches by 24 inches.
  - f. Plastic lawn edging (dividers) that imbeds in the ground.
  - g. Mulch is not allowed for primary ground cover; it may be used for flower beds and accent areas.
6. **A Property Improvement Request form must be submitted for Board approval before work begins.** Requirements and restrictions when using these materials will be listed on the Form as to types of dividers, heights, and distances to street and neighboring property.
7. Walkways, paths, and patio areas may consist of landscaping Stone, Bricks, Blocks, or Pavers. **A Property Improvement Request form must be submitted for Board approval before work begins.** Patios and plantings placed anywhere on the property must not interfere with access to utility easements and will be removed by Maintenance if necessary.
8. Concrete cannot be poured without an approved Property Improvement Request form available at the office. Violations may result in a fine and/or removal at the expense of the Resident.
9. The Board must approve in writing any exceptions not covered by the above conditions. Changes without approval are a **violation of your lease.** Non-

approved changes, poor quality installations, and lack of proper maintenance are subject to corrective action by the Board at the Resident's expense.

**D. Utilities**

1. The Board has the right to grant easements in areas of the Manufactured Home site for the installation and/or maintenance of utilities. No occupant is entitled to any compensation or abatement of fees or other charges if the use of such easement area does not reasonably and substantially interfere with the use of the premises.
2. Utilities, with the exception of water and wastewater, must be billed directly to the Resident by the utility company. The Resident must make proper arrangements with the utility company.
3. Maintenance of the utilities, without limitation, including electric, gas, telephone, TV services, and internet is the sole responsibility of the Resident or utility supplier. Neither the Board nor the Corporation assumes any responsibility in regard to the maintenance of such utilities on the Manufactured Home site.
4. The Corporation is responsible for the water usage fees. The Resident will be assessed for monthly wastewater usage and any conservation fees accrued based on excessive water usage.
5. In the event that any sewer line becomes clogged or needs repairs, at a location between the site of the Manufactured Home and the main line, the expense will be paid by the Resident. If the Corporation is required to correct any such clogging of the sewer line, all charges will be assessed to and paid by the Resident.
6. The Resident is responsible for all water lines from the house to the meter connection. Physical removal/connection of water lines to the meter will be completed ONLY by the maintenance department.
7. The Resident is responsible for replacing any lot improvements or additions in the situation where maintenance of water, wastewater, and/or any other utility services is required and those items above are removed or damaged.
8. Utility easements must be kept accessible.

**III. RECREATION FACILITIES**

- A. Recreation facilities are for the use of the Shareholders, Residents, or a Registered Guest(s) wearing an Oakwood guest wrist band which is available from the office, and Day Guests when accompanied by the Resident.
- B. Rules regarding use of each facility, recreational building, etc., are posted in

the respective areas and must be observed by all users of such facilities. All posted rules are deemed a part of the Oakwood Rules & Regulations.

C. No supervision or lifeguards are provided at the pools and recreational areas. Therefore, you and your guests will use such areas at your own risk. No person, under the age of sixteen (16), is allowed to use the pool and/or recreational facilities, unless accompanied by an adult. **Rules and Regulations concerning the pool and all other facilities must be obeyed; failure to comply may result in suspension of privileges**

D. Gates to the pools must be latched at all times.

E. Swimming in the lake is not permitted.

F. Shirts or cover-ups are required in all community areas other than Resident's own lot and the pool areas.

G. No smoking is allowed in any common buildings (e.g. Clubhouses, Activity Center, Office, etc), outside recreational facilities, or pool areas.

H. The Board does not promote or deny the use of alcohol. The chairperson or the committee of an event can request to have an alcohol free event.

I. No lighted candles are allowed in Clubhouses. Sterno is not allowed in the Spruce Clubhouse.

J. The Oaks Clubhouse may be reserved for functions open to all residents. Reservations must be made through the office, in coordination with the Director of the Oaks Clubhouse, at least one week prior to the event. Violations of these rules may result in termination of the event by the Board, as well as the denial of future reservations to the resident responsible

K. ONLY THE SPRUCEWOOD CLUBHOUSE MAY BE RESERVED BY RESIDENTS FOR PRIVATE EVENTS.

1. All reservations must be scheduled through the Office, in coordination with the Director of the Spruce Clubhouse, at least one week prior to the event. A requested Memorial Service for a Resident may cause the Board to reschedule events.
2. Reservations are not allowed on Holidays or the day before Holidays, i.e.: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
3. Reservations are for the Clubhouse only.
4. All trash must be bagged and taken with you. The Clubhouse must be left in a neat and clean condition.
5. Hours for use by Reservation are from 9:00 a.m. to 9:00 p.m. with a maximum duration of four (4) hours. Exemptions may be made at the discretion of the Board.

6. The Resident who reserves the Clubhouse must be present at all times and is financially responsible for all damage and clean-up.

#### V. Guests

We welcome the families and guests of our Residents. However, as a Resident-owned senior community, we are dedicated to preserving and protecting our property as well as the safety and comfort of our Residents. Therefore, **Residents will be held responsible for compliance with the Rules and Regulations by their Guests.** Residents will also be responsible for replacement costs of any property damages caused by their guests. The Board has the right to evict guests of Residents due to violation of the Oakwood Estate's Rule and Regulations.

- A. To have Guests, a Resident(s) must be physically present in the residence.
- B. Day Guests are not required to be registered or to have wrist bands. Day guests must be accompanied by the Resident at all times if using any facilities or the pool.
- C. All overnight guests must be registered at the Office. All guests must wear and visibly display an Oakwood guest wrist band when outside of the Resident's home. Guests, which includes minor children, are limited to thirty (30) days per calendar year; longer visits are subject to Board approval.
- D. Long Term Guest(s). Request will be subject to the Board's approval. The Board will, at least annually or more as required, review the status of each such Guest residing with a Resident, and has the right, upon review, to terminate such Guest status.
  1. More than thirty (30) days/Less than a year: Adult Family member(s), as Guest(s), in cases where the Resident is in need of assistance for health issues, emergency situations, or extenuating circumstances. All requests must be in writing from the Resident or family member, and if a health issues, the Resident's doctor's signed statement regarding the Resident's need for assistance.
  2. More than a year: Adult blood relative(s) of a Resident, as Guest(s), in cases of medical, emotional or other health need considerations for the adult blood relative. All requests must be in writing from the Resident along with the Guest's doctor's signed statement for the need of requested assistance. The Guest(s) that are approved must also pass a background check, and may use common/recreational facilities.
  3. Caregiver/Medical Guest, more than 30 days: Adult Caregiver(s), as Guest(s), in cases of health and medical issues, where the Resident is in need of these services, and the guest may or may not be related to the Resident. A request must be in writing from the Resident, or a family member, and the Resident's doctor's signed statement regarding the Resident's need for a Caretaker. Caretaker(s) caring for the Resident must pass a background check if their

services are needed for more than thirty (30) days. Use of Oakwood Estate's common/recreational facilities are restricted to the Caretaker, not to extended family or friends.

E. A Resident's request for Residency Rights for a Relationship/Companion Guest to reside with the Resident is subject to Board approval. The Resident must submit a written request. These guests must pass a background check before being approved by the Board. The Directors will review the status of these guests as needed, and have the right, upon review, to terminate said guest.

F. Children under eighteen (18) years of age may visit a Resident as a Guest for a period of no more than fifteen (15) consecutive days, unless accompanied by their parent(s) or adult guardian(s) other than the Resident, which then could be thirty (30) days.

## VI. PETS

- A. All dogs must be registered at the office and written proof of current vaccinations/immunizations must be provided on an annual basis.
- B. The Community has a designated area known as the Pet Section for Residents with dogs. The Pet section is designated to be from Rosewood west to 4118 and 4119 Sprucewood; from Rosewood west to 4218 and 4219 Cedarwood; and from Rosewood west to 4318 and 4319 Cherrywood, inclusive. The area does not include the Rosewood homes.
- C. All other pets will be considered indoor only pets and are expected to remain indoors. Stray pets will be trapped and will be removed from the community by the county.
- D. Household pets are not permitted at the Clubhouses, swimming pools, common areas or other Resident's lots without permission of the lot owner.
- E. Any dog not properly registered must be removed from the Community. Dog owners are responsible for deterring barking which creates a nuisance for other Residents. If the Board determines the conduct of a dog to be dangerous or bothersome to other Residents, its registration will be terminated and the Owner will be responsible for removing the pet from the Park.
- F. Only two dogs or cats, weighing less than 20 pounds each, are permitted per home. When the dogs are outside, they must be physically attended to by the owner/Resident at all times. Breeds not allowed include, but are not limited to, Pit Bulls, Doberman Pinschers, German Shepherds, Rottweilers, Akitas, Staffordshire Terriers, Chows, all bulldog breeds, wolf breeds, and any other dog breeds that are notorious for vicious behavior and/or aggressive natures, as determined by the Board.

- G. Dogs must be exercised only in the Pet Section. Dogs must be kept on a leash and owners are responsible for litter.
- H. Guests with pets are allowed up to 30 days. The guest's pets must be registered at the office and a copy of current vaccinations/immunizations must be provided. Guest dogs staying outside of the Pet Section are restricted to that Resident's home and yard and must abide by all rules governing pets.
- I. Residents are not allowed to foster dogs or cats.
- J. Service and Emotional Support Dogs
  - 1. A Resident with a service/emotional support dog must make a Request for Accommodation from the Board. (Available at the office)
  - 2. The Request for Accommodation must include a statement from the requesting party's treating physician, psychiatrist, social worker, or any other mental health professional who specializes in the area of the disability, specifying:
    - a) If the requesting Resident has a physical or mental disability that substantially limits one or more major life activities;
    - b) how the dog will improve the effect of the disability;
    - c) if a service dog, what service(s) the dog is trained to perform; and
    - d) the credentials of the physician or medical provider attesting to the statement.
- K. The Board will review all documentation and may approve the Request for Accommodation.
- L. Florida Statute 413.08(9) states that "A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal commits a misdemeanor of the second degree, punishable as provided in s.775.082 or s.775.083 and must perform 30 hours of community service for an organization that serves individuals with disabilities or for another entity or organization at the discretion of the court, to be completed in not more than six months."

## **VII. VEHICLES, TRAFFIC AND TRAILERS**

- A. **THE SPEED LIMIT IN OAKWOOD ESTATES IS FIFTEEN (15) MILES PER HOUR. ALL RESIDENTS, GUESTS, AND OTHER TRAFFIC ARE EXPECTED TO COMPLY WITH THIS REGULATION.**
- B. Pedestrians have the right of way over all vehicles. Bicycles have the right of way over motor vehicles. Pedestrians and bicycle riders must not obstruct vehicle passage. Bicycles, motorcycles, and golf carts are subject to the rules and regulations of the State Motor Vehicles Code.

- C. Bicycles must not be ridden on walkways around any common areas or on the pool patios.
- D. Guests with RVs and boats must park in the parking lot by the pier. Visitors using this parking lot are required to obtain a parking permit from the office. Use of these vehicles for living quarters is not permitted in the Community.
- E. Motorcycles, automobiles, trailers, golf carts, boats, etc., must not be parked or stored on yards, lawns, walkways, or common areas at any time. Offending vehicles will be towed away at Resident's expense. All motorized vehicles must park on the street or a driveway. Street parking must not impede emergency vehicle access to each street. Short-term golf cart parking on grass is allowed.
- F. ATV's, mini-bikes, dirt bikes, go-carts, or any similar motorized vehicles are prohibited from being operated in the Community. No unlicensed off-road vehicles are permitted within the Community, with the exception of golf carts.
- G. No major repairs to vehicles can be made inside the Community.
- H. No unlicensed or inoperable motor vehicle or golf cart is permitted in the Community and will be removed by the Board at the Resident's expense.
- I. Golf carts must be registered with Oak Wood Associates, Inc. and the Resident's lot number visibly displayed on both sides of the cart with reflective lot numbers. A label with reflective numbers may be obtained at no charge at the Office. **No one under the age of 16 may operate Golf Carts.** Lights must be in working order on the front and on the rear of all Golf Carts.
- J. Temporary street parking must not impede emergency vehicle access to homes. No overnight street parking is allowed.
- K. Short term parking (more than one day) in the common parking lots is allowed by Residents and guests with applicable reason or need. Residents are responsible for obtaining a Temporary Parking Permit at the Office. Failure to secure such permits may result in corrective measures after a reasonable attempt to notify.
- L. Tractor-trailers are not permitted in the park. Residents receiving goods must request a box truck for deliveries within the park. "NO SEMIS ALLOWED" signs are posted at the entrance. Residents receiving goods are responsible for any damages incurred by delivery trucks.

#### VIII. RV, BOAT, AND TRAILER STORAGE

- A. All RVs, boats, and trailers must be stored in the RV lot. Short-term parking (less than 12 hours) is allowed in the Resident's driveway.
- B. Spaces when available are for use of Residents only. Only one (1) motor home, utility trailer, camper or boat with trailer owned by the Resident can be allowed space in these lots. Tags and licenses must remain current. Assignment of

spaces will be determined by the size of RV or boat. Size limitations do apply.

- C. Sub-leasing of space is not permitted nor is a Lessee allowed to loan a space to another Resident. Only one space will be allowed per home. Except in the event of extenuating circumstances, any space left vacant for a period of one (1) year will result in the loss of the space and will be reassigned to another Resident. Long term storage without periodic use of RV or boat for two (2) years is not allowed and will also result in the loss of the space.
- D. Relocation from one space to another may occur to improve utilization of all spaces. Under no circumstances will Lessees be allowed to exchange spaces with each other without approval of the Board.
- E. The Board will be the sole governing authority of these facilities and they will be supervised by the Director in charge.
- F. Electrical service will only be allowed to charge batteries. Use of refrigerators, air conditioners, or other appliances will be powered by onboard generators or propane.
- G. A current copy of registration and insurance for all units must be on file in the office and license tags must be affixed to the boat, trailer and motor home, etc. at all times.
- H. The rate structure is subject to change by the Board. Length is calculated from fence to front of unit and rounded to the nearest foot. Units longer than 30 feet will not be allowed.
- I. Any Lessee not abiding by these rules is in direct violation of the Lease Agreement and will be evicted from the RV storage area.

#### IX. REFUSE

- A. Each Resident must tie the garbage bags securely and set the bags out by 9:00 AM on the appropriate collection day.
- B. **No garbage is to be set out the night before pick-up** to prevent animals from scattering the contents. If garbage is scattered around, the Resident is responsible for the cleanup.
- C. No burning of trash, leaves or other material is permitted.
- D. Residents should call the office regarding the removal of large items and electronics.
- E. It is the Resident's responsibility to dispose of material (carpet, cabinets, construction material, etc) from renovations. These items must not be placed into Oakwood dumpsters.

## **X. MAILBOXES**

- A. In order to maintain uniformity, only approved mailboxes and posts, supplied by the Corporation, are to be installed and maintained by maintenance.
- B. Decorations are not permitted on the mailbox or the post.

## **XI. SELLING OR MOVING OF HOME**

- A. Renting or subletting of homes is not permitted.
- B. Residents selling their home cannot guarantee the prospective buyer a share in the community. All prospective buyers must be approved by the Board prior to the completion of the sale.
- C. If the Resident decides to sell their home, the Board must be notified before the home is placed on the market either through a realtor or "by owner".
- D. Residents who decide to permanently move from the Community and take their Manufactured Home with them must notify the Board not less than two (2) weeks in advance and are required to have paid all fees. Residents are responsible for any damage done to the premises in the process of moving their Manufactured Home. Only reputable and qualified moving companies, approved by the Board, can be retained by the Resident.

## **XII. MISCELLANEOUS**

- A. The Corporation will have a lien for non-payment of assessments of the property of the Resident brought upon the Manufactured Home site, and the Resident will be obligated to pay all court costs and attorney fees incurred by the Corporation in the enforcement of the provisions hereof.
- B. Maintenance fees and other charges are due and payable in advance on **the First Day** of each month. A late fee of \$10.00 may be charged after the **Tenth (10th)** Day of the month. Checks returned for insufficient funds will be charged equal to the amount charged by the associated bank.
- C. Carport, yard or porch sales are not allowed. Notices of items for sale by a Resident may be placed on the bulletin boards in the laundry room and the Spruce Clubhouse.
- D. Selling, soliciting or peddling within the Community is not permitted.
- E. Each Resident is entitled to the courtesy and respect of their fellow Residents. Any deliberate action, including but not limited to, disturbing use of electronic devices between 10:00pm and 7:00am, loud and disruptive parties, public intoxication, offensive language, and slanderous gossip is a violation of this rule and could, at the option of any Resident, be grounds for reporting of the offending Resident to the Sheriff. A second offense (disturbing the peace, etc.) is grounds for the

Board to consider the eviction and forced sale of home and share per the Master Proprietary Lease between the shareholder and Oak Wood Associates, Inc.

- F. Use of power tools is allowed only between the hours of 7:00 AM and 7:00 PM.
- G. Residents must promptly report vandalism of private or Community property to the Sheriff and the Board.
- H. Legitimate complaints concerning infractions of these rules should be reported to the Board in writing, signed by the complaining party. These complaints will be kept confidential. No phone calls, verbal complaints or anonymous written complaints will be considered.
- I. Every effort will be made to promptly notify the Resident of emergency calls received by the office. The Corporation does not assume responsibility for delivery of any messages or for failure to report messages.
- J. Only those signs associated with Federal Holidays may be displayed in the Community or on a Residential lot external to the home. Signs must be no larger than two (2) feet square. To minimize obstruction of view, signs must be located at least two (2) feet away from the road edge and not higher than three (3) feet. Business, commercial or other advertising signs are not permitted. Real estate signs may only be displayed in the front window of the home.
- K. Feeding of wildlife, including Sand Hill cranes, is not allowed.

### **XIII. RESPONSIBILITIES**

- A. The Corporation is not responsible for loss or damage caused by accident, fire, theft or act of God to any Manufactured Home or personal property, or personal property left by the Residents or their guests within the Community boundaries, including, but not limited to, the recreational vehicle and boat and trailer parking compound.
- B. The Corporation will not be responsible for supplies, goods or equipment, ordered by a Resident for private use, which are delivered to Oakwood common areas, office, or buildings.
- C. The Corporation shall not be liable for accident or injury to any person or property through the Resident's use of recreational facilities. The Residents and their guests avail themselves of these facilities at their own risk and assume liability for such physical damage or personal injury caused by such use.
- D. Each Resident is responsible for damages caused to Oakwood common areas or buildings by their family and guests.
- E. All Residents must have their Manufactured Home adequately insured for liability.
- F. No Resident or their guests can intentionally enter another Resident's lot for the

purpose of obtaining access to another location or street within the Community without the approval of both adjoining Residents. Each Resident or their guests must respect the property and privacy rights of the other Residents by using the streets when going from one location to another within the Community.

- G. Resident's must not park vehicles or golf carts in another person's driveway without obtaining prior approval.
- H. If a Resident breaches any of these Rules and Regulations, or any other agreement with Board, and the Corporation suffers any loss or damage, or has any claim asserted against it by a third person as a result of the Resident's breach or default, then the Resident, in addition to being liable for any loss or damage sustained or incurred by the Corporation as a result of the foregoing, will also be liable to the Corporation for any attorney's fees and court costs incurred or expended by the Corporation in either the presentation or defense of any action brought by reason of the foregoing.

#### XIV. REVISION HISTORY

1. Amended: September 1992 and May 1995 (See Article III Paragraphs "A", "J" and "P");
2. July 2003 (Articles II, III "B", "D", "G", "O", VI "C", VII "H", X "B" "D 2.", XI "J", XIII "B"); September 2003 (Article VI "C");
3. August 2004 (Article IV "I");
4. November 2004 (Article IV "I");
5. March 2005 (Articles III, VII, XIII, XIV);
6. July 2005 (Articles IV, New paragraph "J", "K");
7. December 2005 (Article VII new paragraph "I");
8. August 2006 (Article IV, Addition to paragraph K);
9. August 2008 (Restructured Paragraph G, Article III);
10. August 2011 (Restructured Article III and Article VIII)
11. January 2014 Article III Section Carports paragraph C revised, Section Planting paragraph A, B & H revised, addition of paragraph G Article IV, paragraph A, C & H revised, addition of paragraph G
12. Article V paragraph C revised, Article VI addition of paragraph E, Article VIII paragraph A revised old F removed, Article IX paragraph E revised, Article X paragraph B revised. Article XII paragraph D revised. April 2014 addition to Article V paragraph B.
13. November 2014 addition of new Article A to Section XII Miscellaneous, old Articles A-J revised to B-K respectfully.
14. Revised 1-5-2017 assorted spelling and omit and delete items.
15. Revision released March 28, 2017, significant revisions provided by committee throughout the document, too numerous to list here. Also reformatted to a booklet style with a table of contents. The Revision date is included in the footer of the title page.
16. Revision April 11, 2017, replaced wording in IV Recreational Facilities paragraph H and VIII RV and Boat Storage paragraph G replaced with previous wording for rates and IX Refuse Paragraph B corrected scheduled days for lawn and shrubbery cuttings pickup.
17. Revision April 22, 2019, revision to Welcome Section and Pet Section.
18. Revisions effective January 3, 2021: I. Definitions (Shareholder, Resident, Guests), III. Manufactured Home Site (A-1, B-6, D-4), V. Guests (B, D- 1, 2, 3, & E), VI. Pets (I), X. Mailboxes, XI. Selling or Moving Home (B and C), and XIII. Responsibilities (B). Other grammatical, clarifications, and reformatting too numerous to mention.