

JAPANESE GARDENS HOMEOWNERS CORPORATION

RULES AND REGULATIONS

Adopted February 25, 2019

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of the members and tenants of Japanese Gardens and to maintain the appearance and reputation of Japanese Gardens. These rules have been established by the Board of Directors of JAPANESE GARDENS HOMEOWNERS CORPORATION, INC., and may be changed from time to time to achieve this and other purposes. Notice of changes in these rules shall be given at least thirty (30) days prior to the date of implementation of the changes.

I. Definitions

1. Corporation – “Corporation” means JAPANESE GARDENS HOMEOWNERS CORPORATION, INC., the owner of the Park, and landlord to both members and tenants.
2. Owner – “Owner” shall be the person or persons owning a membership certificate issued by the Corporation pursuant to the Articles of Incorporation and the By-Laws.
3. Tenant – “Tenant” shall mean an occupant of a mobile home in the Park who is not a member, and who occupies the unit of a member as a renter.
4. Resident – “Resident” shall be any member, or any person renting a member’s property.
5. Guest – “Guest” shall mean any person visiting a resident who stays overnight in the resident’s home.
6. Visitor – “Visitor” shall mean any person visiting a resident who does not stay overnight in the resident’s home.
7. Park – “Park” shall mean JAPANESE GARDENS MOBILE HOME PARK.
8. ARC – “ARC” shall mean the Japanese Gardens’ Architectural Review Committee
9. Spa - “Spa” is a broad term used in Florida Administrative Code that for purposes of Japanese Gardens Rules and Regulations shall mean the hot tub within the swimming pool area.
10. Recreational Facilities - “Recreational Facilities” shall mean all common areas in the Park used for recreation; primarily the club house, library, pool hall, ping pong table, swimming pool, spa, shuffleboard courts, bocce courts, and pickleball courts.
11. Service Animal - "Service Animal" shall mean an animal that is trained to perform tasks for an individual with a disability. The tasks may include, but are not limited to, guiding a person who is visually impaired or blind, alerting a person who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting a person who is having a seizure, retrieving objects, or performing other special tasks. A service animal is not a pet.

II. Residency Requirements

1. Applications for new **residents, tenants, and caregivers** are subject to the satisfactory completion of a background check at a non-refundable cost of \$75.00 for each applicant. For each change to the Certificate of Title, a \$100.00 transfer fee as per FS719 will be assessed for each family unit. Approval by the Board of Directors is required.
2. Japanese Gardens is registered as an Adult Retirement Community and complies with the appropriate Federal and State regulations. The unit shall be used only as a private dwelling for members or lessees and shall be permanently occupied by no more than two persons. At least one of the Owners must be fifty-five (55) years of age or older and the other forty-five (45) years of age or older. If neither Owner meets the age requirement e.g.,

inheritance, they must sign a Non-Occupancy Agreement form that will be kept at the JG Office.

III. The Mobile Home

1. Any Owner intending to remove a mobile home from the Park must give the Corporation 30 days' notice, in writing, prior to removal.
2. Mobile homes are to be 24 feet wide or more and must be at least 40 feet in length. Mobile homes may be smaller based on lot size upon Board approval.
3. Mobile home must be set up to include the following appurtenances within 60 days from date of placement on a lot: carport, aluminum carport roof at least 36 feet long, utility room, and under skirting. The Corporation must approve design, placement, construction and appearance of all appurtenances and additions. Size, maximum height and location of mobile home, including appurtenances such as air conditioner, steps, utility room, etc. on the site will be under the direction of the Corporation. For further details, refer to New Home Replacement Guideline packet, available in the office.
4. The Owner or Tenant shall attractively maintain mobile homes and comply with all applicable governmental laws, ordinances and regulations.
5. To maintain the safety and beauty of the grounds, no outdoor antennas will be placed in the Park, except for satellite TV dish antennas not exceeding one meter in diameter. Board approval is required prior to TV dish antenna installation.
6. Tie-downs and blocking must comply with all applicable governmental laws, ordinances and regulations.
7. In accordance with Section 18 of our By-Laws, all changes in siding or exterior paint colors must be approved by the Architectural Review Committee (ARC) before work proceeds. Choices in siding, trim and paint colors will be limited to approved colors. Alterations to the unit or its appurtenances, including driveway, home, or trim colors, new siding, and building additions, landscaping and storage must have written consent of the ARC. An Architectural Review Committee (ARC) permit is required for all exterior changes, additions, improvements and modifications.
Any changes to an owner's unit submitted to the ARC Committee can be approved in the following manner:
 - A. Changes that can be approved immediately by the Park Manager or the BOD President: New shrub or bush plantings and color changes to the exterior to include new siding, windows, and/or door installations.
 - B. Changes that must be approved by at least 3 members of the ARC: Change from lawn to stone, gravel, or mulch, patios, and any kind of enclosure, additions, and tree plantings. Any enclosure must be at least 5 feet from the lot line.
 - C. No ARC permit is required for plant and bush replacement.
 - D. All ARC permits approved by the ARC are also to be considered as being approved by the Board of Directors. If the Committee receives any request that they do not feel qualified to approve, they may forward it to the Board of Directors for more direction.
 - E. If an Owner does not agree with the disposition/recommendation of the ARC, the owner may request reconsideration by the JG BOD via a written request to the Board.
 - F. ARC permits will be approved/disapproved within 21 days of submission. No work should be contracted for or work commenced until a signed permit is received by Owner.
8. Storage bins cannot measure any larger than 4' high x 5' wide x 32" deep, and must be abutting, secured, and not free standing. All storage bins must be approved by the ARC.
9. Sheds are not permitted. Utility rooms are attached to the mobile home.

IV. The Mobile Home Site

1. Owners and Tenants are responsible for the overall appearance of the mobile home site. It shall be kept orderly, neat, clean and free of litter. Trimming, watering, weeding and general care of lawn and shrubs are the responsibility of the Owner or Tenant. Planter boxes must be maintained neat and weed free. Planter boxes are no longer required in the front of the unit; however decorative landscaping is required.
2. Storage on the carport will be limited to items in general use such as furniture specifically designed for outdoor use, bicycles, barbecues, and closed storage bins. Recreational vehicles are not allowed under the carport at any time and are bound by rules specified under section IV-8 and section IX-9. Garbage and recycle containers, tools, lawn equipment and the like will be stored out of sight. Hanging of towels, rugs, rags or wearing apparel on awnings are not permitted. Garden hoses may be stored on a suitable hanger on the outside of the unit.
3. A friendly reminder will be sent to the Owner if the mobile home is not maintained to the standards satisfactory to the Corporation. Owners will have 14 days to comply with the "friendly reminder". If the Owner does not comply within the 14-day period, a second notice will be sent via certified mail. This second notice shall state that if the Owner does not comply within 30 days from the receipt of the certified letter, the Corporation will maintain the mobile home site to standards satisfactory to the Corporation, and the Owner of that site will be responsible for the costs involved in the Corporation's properly maintaining the unit. All fees to maintain the unit will be billed to the Owner.
4. Enclosures for patios, air conditioning units, showers, trash cans, etc. are allowed with the approval of the ARC. No fences or additional enclosures are permitted.
5. Electric meters, telephone lines and TV cables are installed at each mobile home site. The Owner or Tenant will make his or her own application for service and will pay all bills rendered by the utility companies. Any change in utility service to meet the requirements of the Owner will be done at the Owner's expense.
6. Repair, maintenance or replacement of any and all parts of any utility service, such as water or sewer, which serves an individual unit, is the financial responsibility of that unit's Owner.
7. Only hand-held sprinklers may be used to water lawns, flowers, shrubs and trees. Residents shall follow water restrictions outlined by the county.
8. Minor repairs of autos owned by Owner or Tenants will be permitted only in the Owner or Tenant's driveway. Repairs and modifications to recreational vehicles are not permitted. Owners may wash their vehicles as long as they use a handheld hose with a shut-off nozzle. Travel trailers, motor homes, boats, campers, and other recreational vehicles are not allowed to be washed at any home site or street location within JG.
9. No feeding of birds, wild animals or alligators is allowed by residents or visitors in the park. An exception is that humming bird feeders are allowed.
10. All bushes, shrubs, trees, tree limbs, etc., are to be cut back a minimum of six inches (6") from the fence. Nothing is to be thrown over the fence or stacked outside of the fence. Any trellis is to be a minimum of one foot (1') away from the fence and is to be free standing.
11. Energy efficient devices as described under FS 163.04: including solar panels, clothes, lines, drying racks, and/or any other energy saving devices.
 - A. Solar Panels
 1. Solar Panels may be approved by ARC if the solar panels are going to be installed and located on the homeowner's roof.
 2. No solar panel installation will be allowed on the ground.

3. If a Sarasota County permit is required, a copy must be brought to the park office.
 4. Installation must be by a licensed contractor.
 5. The permit must be finalized with the County after installation.
- B. Drying Racks
1. May be used in carports, and/or behind or beside the utility room.
 2. Drying racks must be set up and taken down with each use.
 3. Drying racks cannot be left out overnight.
 4. Drying racks must be stored out of sight and in your utility room when not in use.
- C. Clotheslines
1. The only type of clothesline that will be allowed is the umbrella type.
 2. ARC must approve the location of the base of the umbrella type clothes line.
 3. The clothes line must be at least 5' from neighbor's property line.
 4. The clothes line must be at least 40' away from any park existing sidewalk.
 5. The clothes line must be set up and taken down with each use.
 6. The clothes line must be stored out of sight and in your utility room when not in use.
12. Edging used in flower or stone beds must be hard plastic, stones or pressure treated wood. No untreated wood is allowed due to termite and/or ant infestation. Edging is required in all flower or stone beds or yards.
 13. An Owner wishing to place gravel or mulch in a yard area must create a barrier around the perimeter and maintain the gravel or mulch at least 2" below the top of the barrier. However, in all cases the Owner is responsible to keep the sidewalk and street free of gravel and/or mulch and free of weeds at all times.
 14. Diseased palm trees can be removed, and new trees can be planted in their place at the Manager's discretion.
 15. For consistency throughout the Park, driveway barriers must consist of one inch, three-foot- high white plastic or resin poles and one-inch plastic or resin chain.
 16. For safety reasons, corner gardens must not block or degrade road visibility.
 17. No signs of any kind, other than name and address type, may be exhibited on a property except that one "house for sale" sign measuring no larger than 18" x 24" may be displayed on the property.
 18. Kayaks, paddleboards, etc., are to be stored out of sight.

V. Recreation Facilities

1. Recreation facilities are only for the use of "Residents", their "Guests" and their "Visitors" as defined in Section I above. Residents must accompany their Visitors when using Recreational Facilities and it is incumbent upon that resident to ensure that the number of Visitors, they have using a Recreational Facility at any one time (a maximum of 5 Visitors is strongly suggested) does not infringe upon or prevent resident use of that facility. During rental period of unit, Owner relinquishes all privileges of facilities to Owner's Tenant.
2. Rules regarding use of each facility, recreation buildings, swimming pool, hot tub, shuffleboard courts, bocce courts and pickleball courts are posted in respective areas and must be observed by all users of these facilities.
3. Children under the age of 15 years will not be allowed to use Recreational Facilities unless supervised by an adult.
4. Bathing attire shall be worn only in the swimming pool/spa area. Men must wear shirts and women must wear cover-ups in all public and common areas.
5. Hours for the use of the shuffleboard, bocce and pickleball courts will be from 8:30 AM to dusk. Participants will not gather at the courts prior to 8 AM. All participants must be

considerate of the households in close proximity to the courts. Hours for use of the swimming pool and spa will be from 8:00 AM to 10 PM.

6. Children not toilet trained are not permitted to use the swimming pool or spa. All children under 15 years of age must be accompanied by an adult and may not use the pool from 1:00 P.M. to 5:00 P.M. or during scheduled swimming pool activities
7. The seating area adjacent to the pool will allow food and beverages in plastic or aluminum containers but no closer than 4 feet to the swimming pool or spa.
8. No radios, CD players, etc., are allowed in the swimming pool/spa area with the exception of music for scheduled water aerobics classes. Battery powered devices used with earphones are permitted in the swimming pool/spa area.
9. No smoking permitted within any Japanese Gardens recreational facilities.
10. Participants of pickleball must use paddles and balls that are USAPA approved and have been designated as "low noise" equipment. Approved paddles and balls purchased by Japanese Gardens are available at the pickleball court for use. This equipment is the property of Japanese Gardens and must be returned to the designated container.
11. No pets are allowed in the fenced in swimming pool/spa area. Service Animals are permitted in the fenced in swimming pool/spa area. No animals are permitted in the swimming pool or spa.

VI. Guests

1. All Tenants and Guests must register at the office. This registration is the responsibility of the Owner.
2. No guests are permitted to stay overnight in any unit unless an Owner or Tenant of that unit is in attendance, or unless prior approval is received by the Board of Directors. The only exception to this is the following:
 - A. Immediate family which is defined as children and/or siblings of the Owners. Grandchildren (under the age 18 years old) of the Owner must be accompanied by a parent or an Owner.
3. Owner and Tenants are responsible for acquainting their guests with the Rules and Regulations of the Park and ensure guests are in compliance.
4. Owners are permitted to have overnight guests for no more than 30 nights per person, per calendar year, providing an Owner is present. If an Owner is not present, Guests may stay no longer than 14 nights per calendar year. Longer stays are permitted with permission given in advance by the Board of Directors.
5. Tenants are permitted to have overnight Guests for a total of 7 nights in each month they rent in the park, not to exceed 30 nights per person, per calendar year.

VII. Pets

1. Only Owners in the designated dog section will be permitted to keep a small dog, not to exceed 40 pounds. The designated dog section is defined as the area surrounding the unit that backs up to the fence that surrounds the park. Tenants renting units located in the dog section may be allowed to keep a house dog as defined above, but only with prior written consent of the unit Owner, and additional charges may apply.

Owners living anywhere in the park may keep 2 (two) indoor cats. Cats taken outdoors must be leashed and kept on the member's property. Tenants renting anywhere in the park may be allowed to keep 2 (two) cats but only with prior written consent of the Owner, and additional charges may apply.

Guests of Owner may have a dog if they are of the appropriate size and the Owner resides within the designated dog section. Guests of Owner residing in the Park may have visiting indoor cats. All rules regarding pets apply to visiting pets.

2. All pets must be approved by and registered with the Corporation and must have a current license. The Board of Directors may approve other household pets on a case-by-case basis.
3. Within the Park, dogs are to be walked on a leash let out no longer than 12 feet, and only on the side of the street next to the dog section. They may also be walked in common areas adjacent to the dog section. However, in order to provide a safer experience walking dogs on Teahouse Road due to its higher traffic, either side of Teahouse Road may be used between Gloriosa Drive and Belvidere Road. See the associated map. In all cases, non-dog walkers have the right of way. All damages are the responsibility of the pet owner and pet litter must be removed and properly disposed of by the Owner.
4. Pets are not permitted to be unleashed outside of their units and must always be in the company of the member or tenant that owns or is caring for the pet. Pets are never allowed in the recreation area or Park buildings.
5. In the event of complaints relating to pets and if investigation reveals complaints are warranted, one warning will be issued to the owner of the pet. On the second justified complaint, the owners of the pet will be assessed a monetary fine as determined by Florida Statute 719. Continual complaints may result in the pet owners being asked to vacate the unit. All complaints relating to pets must be in writing using the Japanese Gardens Complaint form, signed by the complainant, and delivered to the office of the Corporation.
6. Please see last page of this document for the Dog Walking Map.

VIII. Service Animal and Companion Animal Policy

Japanese Gardens' governing Rules & Regulations put certain limits on pet ownership in the Japanese Gardens community. The following Service Animal and Companion Animal Policy is for all service animals, companion animals, or emotional support animals that are admitted to Japanese Gardens as an accommodation to a disability. Service animals, companion animals, emotional support animals, or other verified accommodation animals, whether credentialed, trained, certified or not, will hereafter be referred to simply for ease of drafting, as "Certified Animals."

1. All persons seeking approval of a Certified Animal must complete a Japanese Gardens APPLICATION FOR KEEPING OF EMOTIONAL SUPPORT/COMPANION ANIMAL OR SERVICE ANIMAL AS AN ACCOMMODATION FOR RESIDENT'S DISABILITY form and be approved.
2. At the time of application or at the time of obtaining the animal if after application, the animal owner must show:
 - A. Verification from a health care provider of the necessity for a Certified Animal to accommodate a bona fide disability, pursuant to federal and state Fair Housing Acts. Forms for this purpose are available from Japanese Gardens or the requestor may use their own form.
 - B. Proof that the animal is up to date on all required shots and vaccinations.
 - C. Proof of all applicable licenses according to any county or city ordinances.
3. If approved:
 - A. The Certified Animal shall be kept by owner for the disability accommodation need as verified by the health care professional, and not for breeding or other commercial use or other purpose.

- B. Owner shall be required to annually present to the Board of Directors competent written evidence of the continuing disability accommodation necessity for said Certified Animal and the Certified Animal's proof of all annual vaccinations. Upon failure of owner to furnish said written evidence of continuing necessity and vaccinations, or upon termination of owner's residency, the animal shall be removed from the property within seven (7) days.
- C. The Certified Animal shall not become a nuisance or health hazard to Japanese Gardens or any member, owner, resident, tenant, visitor, invitee, guest, licensee or staff member. The Board of Directors has the discretion to determine if a Certified Animal is a nuisance or health hazard. Nuisance may include, but is not limited to, aggressive behavior, constant barking, or vermin/flea/tick infestation.
- D. The Certified Animal shall not be heard to bark, whine or cry for extended periods of time.
- E. The Certified Animal shall not be aggressive, attack or bite any person or other animal in Japanese Gardens.
- F. The Certified Animal shall not disturb or destroy the common areas and common elements of Japanese Gardens.
- G. The Certified Animal owner and the Unit Owner if not one and the same shall be liable and responsible for any and all harm or damage caused by the Certified Animal and shall indemnify and hold harmless the Japanese Gardens Homeowners Corporation and the cooperative for such harm.
- H. The Certified Animal shall reside with the Certified Animal owner in the owner's unit. The owner shall not abandon the Certified Animal. Abandonment shall be determined by the Board of Directors in such cases where the owner has separated him/herself from the Certified Animal for such a long period of time as to call into question the disability accommodation.
- I. The Certified Animal is allowed in other units only when the disabled person is also present.
- J. The Certified Animal shall be kept on a leash of no more than twelve (12) feet at all times when outside owner's unit but within the common property. If the Certified Animal is handheld, a leash must still be attached to the animal with the other end held by the owner.
- K. No Certified Animal shall be left outside unattended.
- L. The Certified Animal's feces shall always be promptly picked up by owner or by such other person in control of the Certified Animal at the time and placed in a sealed bag and disposed of in an appropriate garbage receptacle belonging to owner.
- M. The Certified Animal shall be allowed on Japanese Gardens' recreational or other common area property or facilities if necessary, as part of the approved disability accommodation, but the Certified Animal must be maintained on a leash and shall not harass or injure others in the common areas. If the Certified Animal is handheld, a leash must still be attached to the animal with the other end held by the owner.
- N. If the owner of the Certified Animal vacates the unit, that owner shall either take the Certified Animal with him/her or relocate the Certified Animal away from the Japanese Gardens premises.
- O. Owner shall observe all applicable laws and ordinances concerning the care and control of the Certified Animal.
- P. Certification is for the specific approved animal only. If the Certified Animal dies or is removed, the owner must re-apply to the Board of Directors for another Certified Animal as outlined herein.

IX. Vehicles, Traffic and Trailers

1. Speed limit for all vehicles is 15 mph. All vehicles, including bikes, mopeds, golf carts and motor scooters must come to a full stop at side streets, entering Teahouse Road, before proceeding.
2. Pedestrians have the right-of-way over all vehicles. Bicycles have the right-of-way over motor vehicles, mopeds, golf carts and motor scooters.
3. Motorcycles, mini-bikes, go carts and skateboards, are not allowed to be driven in the Park. Motorcycles and mini bikes may be left in the main parking lot at the entrance of the park or walked to the home site.
4. Golf Carts, mopeds and motor scooters, must be registered with the office by completing a Registration/Informational Form signed by applicant(s) prior to operation within the Park. Drivers must operate golf carts, motor scooters and mopeds in a safe manner, and will follow all motor vehicle and Park rules, regulations and policies. Guests of unit Owner must be licensed drivers or be eighteen (18) years of age to operate a golf cart, motor scooter or moped within the Park. Golf carts, mopeds and motor scooters must be parked under cover when not in use and must be secured under carport when not in residence for an extended period.
5. Golf carts must be electric, and only one (1) cart allowed per unit. Golf carts must have Park unit number in three (3) inch contrasting color block numbers displayed on each side of golf cart. Golf cart must be equipped with operational headlights, taillights and a rearview mirror. Golf carts must adhere to all Park regulations pertaining to designated parking locations.
6. Motor Scooters can be electric or gas. Motor scooter must be step-thru frame type and must have factory stock muffler only. Motor scooter must have operational headlight, taillight and rearview mirror. Motor scooters must be parked only in designated parking locations.
7. Bicycles are not to be ridden on sidewalks or on walks around Recreation Facilities or on pool patio.
8. Vans are permitted. However, the van cannot have bath or kitchen facilities, such as those equipped with sinks, refrigerator, stoves, etc.
9. Vehicles, including recreational vehicles owned by Owners of the park, will be permitted to park in the park for a period not to exceed 24 hours and only for the purpose of loading and unloading. This provision is applicable only if the vehicle does not impede ingress and egress of emergency vehicles on the street. Recreational vehicles are not permitted to be parked at the front parking area on Teahouse Road and are not allowed to house individuals at any time. Recreational vehicles of guests will not be permitted to Park overnight within the Park or in the front parking area on Teahouse Road
10. Pickup trucks will be permitted in the Park by Owners and Tenants under the following restrictions:
 - A. Pickups may not exceed three quarter (3/4) ton in size; no diesel engines; length not to exceed 19.5 feet; single rear wheels only; original manufacturer's exhaust system; original manufacturer's suspension system; no off-road tires.
 - B. Vehicles must be in good and safe operable condition; must be used solely as a passenger vehicle; no ladder racks or work equipment of any kind may be stored in the truck; no commercial vehicles or markings, permanent or temporary, are permitted. One small, enclosed tool box in the bed of the truck will be allowed with the approval of Park Management. Truck beds may not be used for any type of storage.
 - C. Approved pickup trucks will be issued a Japanese Garden parking permit by Park Management. Disputes will be resolved by the President of the Board.

- D. Trucks that do not meet the established criteria shall not be allowed to remain in the Park and are subject to the following consequences:
 - 1. Failure to display a Park permit will result in a warning to remove the vehicle from the Park within 24 hours.
 - 2. Failure to obtain a permit or to remove the vehicle from the Park within 24 hours will result in an assessment of a \$100 per day fine, up to a maximum of three (3) days.
 - 3. If the vehicle remains on Park property on the fourth (4th) day, the vehicle may be towed at the owner's expense in accordance with the Sarasota County Ordinance.
- E. In the case that an Owner's truck does not meet Park restrictions, and the Owner wishes to use the vehicle for remodeling or moving, the individual must receive prior approval from Park Management. Such approval will be limited in duration.
- F. Any Guest of an Owner or Tenant may park a pickup truck in the carport of an Owner or Tenant, with prior approval from Park Manager. Such use will be only in accordance with Japanese Garden's Rules and Regulations.
- 11. No street parking is permitted at any time by any vehicle between the hours of 12:30 A.M. and 5:30 A.M. except as defined in IX-9.
- 12. No unlicensed or inoperative vehicles are permitted and may be removed by the Corporation at the expense of the Owner or Tenant.
- 13. Vehicle parking is permitted only on paved surfaces in the Park; on-grass parking is not allowed.
- 14. Guest parking is located in the back NE corner of the Park. Guest parking runs parallel along the East fence. Each vehicle will display a tag issued by the office. The tag will show the date of issuance and the length of stay. The length of the vehicle will not exceed 24'. There is no fee for guest parking.
- 15. Temporary paid parking is in the back NE corner of the Park. Temporary paid parking will be to the left when entering the storage building area. This parking is for residents only. Resident must be on the title. Vehicles parked in this area will not exceed 24' in length and will not exceed the height of the existing fence. The area will be on a first come, first serve basis at a monthly rate of \$1.50 per foot.

X. Refuse

- 1. Garbage and refuse must be placed in either plastic bags or garbage cans with lids and placed at street side no earlier than 5:00 PM the day prior to trash scheduled pickup. Garbage, refuse, yard waste and recyclable items shall be disposed of in accordance with the rules and regulations of applicable governmental units and the designated waste disposal company.
- 2. No burning of trash, leaves or other material is allowed.
- 3. Owner and Tenants must arrange with the disposal company for pickup of unusually large or unique trash disposal requirements.
- 4. Owner and Tenants will not dispose of refuse in any non-designated area of the Park.
- 5. If Owner or Tenant leaves Japanese Gardens prior to trash pickup it is their responsibility to arrange for disposal of any trash.

XI. Purchase, Rent, Transfer, Occupancy

- 1. Japanese Gardens is a community for persons of 55 years of age or older. It is the specific policy and intent of the Corporation that the Park be designed, operated and maintained for the use and benefit of and to meet the social needs of persons 55 years of age or older. Therefore, every resident must be 55 years of age or older, or the spouse aged 45 years

or older of a resident 55 years of age or older. No more than two persons may occupy any unit without prior written consent of the Board of Directors.

2. All sales, rentals, transfers and occupancy are subject to an application fee and approval by the Board of Directors as per the amendment to the By-laws adopted by the membership and recorded in the public records on March 9, 1989. Owner must notify the office 30 days prior to listing the unit on the market for sale.
3. No person, persons, trust or business entity of any sort holding a membership certificate or proprietary leasehold interest in a unit in the park, or any other person occupying that unit, may purchase or otherwise acquire a membership certificate or leasehold interest in another unit in the park. However, the Board of Directors may grant an exception where an Owner desires to purchase another unit in the park to replace the unit he or she occupies and said Owner: (1) requests such exception in writing and is granted the exception prior to such purchase, (2) agrees to make and continue to make all reasonable efforts to sell the unit previously occupied and (3) agrees in writing that neither unit may be rented for no more than 24 months after the closing of the new unit. It is the intention of the Corporation that, except for the situations listed in the immediately preceding three sentences, only one unit in the park shall be owned by a business entity of any sort or an Owner and/or his or her spouse (or a trust or other entity in which that Owner and/or his or her spouse is/are the grantor(s), trustee(s) or beneficiary(s) or the principal shareholder(s) or Owner(s) and this rule shall be interpreted and enforced accordingly.
4. Homes may not be rented to any tenant for less than one month or for more than 6 consecutive months in any twelve (12) month period. Rentals may be only to one or two people of age 55 years or older, or to one person of age 55 or older and a spouse aged 45 years or older. Tenants must obey Park rules, or they will be asked to leave the Park.
5. If a unit in Japanese Gardens is in poor condition, it will not be rented by the park until it has been brought into proper standards to the satisfaction of the Park Manager or Japanese Gardens Realty Board.

XII. Miscellaneous

1. Selling, soliciting, peddling or commercial enterprise within the Park is permitted only with the consent of the Corporation.
2. Loud and annoying parties or language are not allowed at any time. The Owner or Tenant must exercise special care regarding use of TV, radio, stereo, etc. between 10:00 P.M. and 9:00 A.M. in order to avoid disturbing other residents.
3. Owner and Tenants shall promptly report vandalism of private or Park property to the Corporation.
4. No Park property, such as tables or chairs, etc. may be loaned to Owner or Tenants for use outside of the clubhouse or other common recreational areas.
5. **DELINQUENT MAINTENANCE FEE**
 - A. Maintenance fees are due on the first day of each month and are considered delinquent by the 10th of that month. If a delinquency occurs a letter reminding the owner of the delinquency will be sent by the Manager.
 - B. If a second letter is necessary it will state that an administrative late fee of \$25.00 per month, plus interest of 1.5%, shall be assessed.
 - C. If after 2 months and 10 days, we have no response from the Homeowners the matter is turned over to our Attorney and lien is filed on the home.
6. Legitimate complaints concerning infractions of these rules must be reported to the Corporation in writing and signed by the complaining party. Japanese Gardens Complaint

Forms can be obtained in the office of the Corporation or downloaded from the Japanese Gardens website.

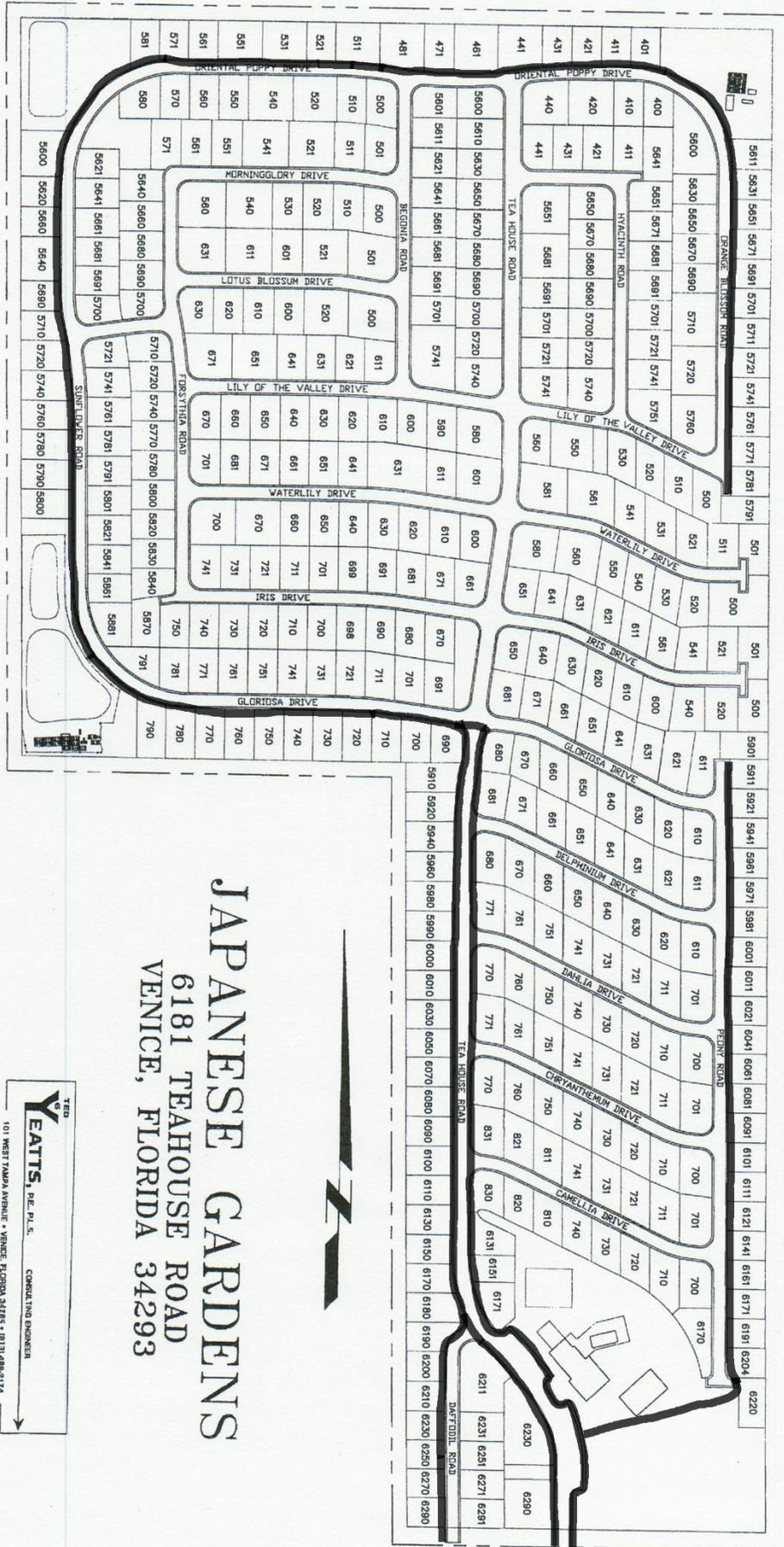
7. Actions that require Board of Directors or committee approval must receive the approval in writing prior to that action being taken.

XIII. Responsibilities

1. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft or act of God to any mobile home or personal property left by the Owner or Tenant or their Guests within the Park boundaries. The Corporation will not be responsible for supplies or equipment sent to any Recreational Facility for private use by any Owner or Tenant.
2. The Corporation shall not be liable for accident or injury to any person or property through the Owner or Tenant's use of Recreational Facilities. The Owner and Tenants and their Guests avail themselves of these facilities at their own risk and assume liability for any such physical damage or personal injury caused by such use.
3. The Owner and Tenants are responsible for damages caused by their Guests.
4. It is strongly recommended by The Corporation that each Owner purchase and maintain liability insurance on his or her property.

XIV. General

1. If any provision of these Rules and Regulations be contrary to any law or any jurisdiction in which the Park is located, it shall not apply nor be enforced; however, the other provisions of these Rules and Regulations shall not be affected and shall continue in full force and effect.
2. A rule in the Japanese Gardens Rules and Regulations, the Bylaws, or the Proprietary Lease that has not been enforced at any time does not negate current enforcement.
3. All written inquiries to Japanese Gardens, including certified and regular mail, hand delivered letters or letters electronically transmitted are to be sent to the attention of any or all current Board Members. All correspondence must be logged in with Park Management. The Board shall respond in writing to the Owner within 30 days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Department of Business and Professional Regulations (DBPR). If the Board requests advice from the DBPR, the Board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.
4. Formal written complaints can be submitted to the JG BOD via the Japanese Gardens Complaint Form. This form enables all Owners and Tenants to document any issues/complaints they may have in lieu of submitting a letter as denoted in paragraph XIV-3 above. These forms are available in the JG office.
5. The Board will be obligated to respond to only one written inquiry per unit in any given 30-day period. In such case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.



JAPANESE GARDENS

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