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2024 RULES and REGULATIONS

To be approved by Jet Park Mobile Home Owners Association, Inc. Board of Directors
Effective: January 1, 2024

INTRODUCTION – This Document Supersedes Any/All Previous Rules & Regulations and is binding to all Shareholders and their guests.

Jet Park Mobile Home Owners Association, Inc. is a privately owned, 55+ adult community. All prospective Residents of Jet Park are reviewed prior to their acceptance into Jet Park to help ensure and maintain a congenial, desirable, and compatible atmosphere for all.

These rules were established by the Jet Park Board of Directors (Hereinafter referred to as "Corporation" or "Landlord" or "Owner"), and may be revised from time to time to comply with new or existing laws and represent and up-to-date social arrangement pleasant to its community.

The Landlord reserves the rights to modify, change, delete, alter, or otherwise substitute, Rules & Regulations governing Jet Park (hereinafter referred to as "Park") and the Residents thereof. Amendments will be published as provided in Section 723.037, Florida Statutes, in regards to Tenants. Provisions of Florida Statutes 719 and our Bylaws address requirement the Corporation must follow when amending these Rules & Regulations with respect to our Members.

All occupants of Jet Park Mobile Home Owners' Association, Inc. are required to follow the current Rules & Regulations. Occupants not following the current Rules & Regulations will be fined and/or prosecuted according to the law.

DEFINITIONS

- 1) "Corporation" or "Landlord" means Jet Park Mobile Home Owners Association, Inc., the owner of the Park and Landlord to both members and tenants. It can also refer to the Current Board of Directors.

506 5th Avenue W,
Palmetto, FL 34221

- 2) "Member" means the person(s) owning a Membership Certificate issued by the Corporation pursuant to the Articles of Incorporation and the Bylaws of Jet Park.
- 3) "Tenant" means the occupant of a mobile home in Jet Park who is not a member but occupies a unit on the land owned by the Corporation or is subject to a Proprietary Lease or other form of Use.
- 4) "Resident" means any person(s) living in a home in Jet Park whether a Member or Tenant.
- 5) "Visitor" means any person who is visiting a Resident's home overnight or longer but less than fourteen (14) consecutive days.
- 6) "Guest" means any person who visits a Resident's home for a short time, rarely overnight.
- 7) "Occupant" means any person who resides at the Resident's home for any length of stay whether as a Guest, Visitor, or Tenant.

GENERAL INFORMATION

- 1) The person(s) authorized by Landlord to receive notices are any Board of Director members at 506 5th Avenue West, Palmetto, FL 34221.
- 2) Landlord reserves the right to access on/over leased premises at reasonable times for the purpose of inspection and utility maintenance, including removal of obstructions to water and/or sewer lines.
- 3) Jet Park office hours are 9 am to 12 pm, Monday through Friday. Notices in writing may be dropped off , mailed, or emailed to Jet Park office. Email: jetpark@jetpark89.com for Park emergencies after hours, contact a board member, or phone the emergency number: (727)248-1797. For all other emergencies call the Palmetto Police or 911. Do not report suspicious people in the Park if you haven't called 911 first.
- 4) Except as provided in Section §923.054 Florida Statutes, selling, soliciting, peddling, or other commercial enterprises within Park must have prior written approval of Landlord.
- 5) Park issues security keys to Members at a cost of \$20. One (1) key per permanent resident in unit is allowed. Key replacements are available for \$15. Park keys give Resident access to all shared facilities and are the sole use of the Resident or your Visitors. Tenants in Jet Park may use a key for a \$50 refundable deposit. If you are discovered loaning a key to anyone outside the Park, you will lose your right to have a key for 1 year.

RESIDENT, VISITOR, GUEST RESPONSIBILITIES

- 1) Each Unit is required to provide a Certification of Allocation of Voting Member which allows only the designated person to vote at shareholder meetings or hold office on Board of Directors. Forms can be obtained from the office.
- 2) Board of Director Members must be designated person on the Certification of Allocation of Voting Member.
- 3) It is recommended Shareholders live in Park a minimum of 1 year before running for board of directors.
- 4) To aid Jet Park security Residents must notify the Park office when they arrive/leave the park for fourteen (14) days or longer.
- 5) Each Member, Tenant, Visitor, Guest, Occupant staying fifteen (15) days or more is required to receive an approved background check PRIOR TO THEIR ARRIVAL, with a \$50 fee per person through the Park office.
- 6) The maximum number of permanent occupants per unit is three (3). One (1) must be a minimum of fifty-five (55) years of age. All others must be a minimum of forty-five (45) years of age. NOTE: It is not always necessary for the 55+ Resident to be in residence when the 45+ Resident(s) is, as long as the stay does not exceed fourteen (14) days in any one (1) year period.
- 7) Residents must register Visitors at the Park office within twenty-four (24) hours.
- 8) Loud or disturbing music or language is not allowed at any time. Keep noise down especially between 10 pm and 8 am.
- 9) Resident or adult must accompany guests and/or visitors under sixteen (16) when using any shared facilities (pool, hall, shuffle courts, laundry, bathhouses, etc.)
- 10) No guests and/or visitor unlicensed under the age of sixteen (16) may drive any motorized vehicle in the Park.
- 11) All HOA payments are due by the first (1st) day of each month. If ten (10) days late, a \$25 or 10% (whichever is more) penalty will be charged each month until payment is up-to-date.
- 12) All storage space payments (mooring pole, boat trailer parking, parking, utility trailer) are due in full October 1st. Failure to pay in full by the 10th of October will cause Resident to lose rental space.

SALES/RENTALS/LEASES OF MOBILE HOMES

- 1) Residents may own only one (1) mobile home within Park. The only exception is a Resident who has changed addresses within Park and has the previous unit actively for sale.
- 2) Resident who changes homes within Park is not considered a new owner and may rent the newly-purchased mobile if they have owned in Park the required three (3) consecutive years and have approval of the Board of Directors.

- 3) Members may only sell their units in conformity with requirements of the Bylaws of the Corporation, the Master Form Proprietary Lease, and Rules & Regulations. Required forms are available at the Park office.
- 4) Members wanting Director/Office Manager to show unit to prospective buyers must pay a one-time fee of \$100 before first showing.
- 5) Inherited mobile home beneficiaries are required to comply as “buyer” to qualify through Jet Park Mobile Home Association, Inc. at the time of inheritance.
- 6) Every buyer must qualify through Park to live in Jet Park. If unit is sold to a buyer who does not qualify, the mobile home must be removed from the premises at the time the sale closes.
- 7) All buyers are required to have successful background check (at a fee of \$100 per person), provide copy of driver’s license or state ID, and be approved by Landlord.
- 8) Rental/Lease of mobile home requires owning a unit in Park for a minimum of (3) three consecutive years.
- 9) Rental/Lease of mobile home requires advance approval of the Board of Directors. Any Resident behind on HOA, mortgage payments, or violation fines and/or fees may NOT rent their mobile home until all fees and/or fines are current. If a Shareholder renting their mobile home requires the Office to distribute their keys to an arriving tenant, the Shareholder must pay a Property Management fee of \$50.00 per occupancy, for this service payable to Jet Mobile Home Park before service is rendered.

RESTRICTIONS APPLING TO ALL RENTERS

- 1) All occupants are required to have a successful background and/or credit check paying a \$50 fee for each, completed prior to their stay. If a renter’s background check is older than 2 years, we may require a new one. Refusal results in denial of occupancy. New Buyers must have a more thorough check and cost is \$100.
- 2) All occupants are required to provide a copy of current driver’s license or state ID
- 3) One (1) occupant must be a minimum of fifty-five (55) years of age with remaining occupants a minimum of forty-five (45) years of age
- 4) Subletting of a rented mobile home is NOT allowed and will result in Legal action when discovered
- 5) The Board of Directors reserves the right to deny any application
- 6) No resident may rent a mobile home, until being a Park Shareholder for 3 consecutive years, have all financial obligations up-to-date, and receive Landlord approval.
- 7) Unit rental may be no longer than 6 months per calendar year
- 8) Residents may permit family and/or friends to stay in their mobile home without the member present if at least one (1) family member is a minimum of forty-five (45) years of age and if the stay is no longer than 14 days in any one (1) year period.

- 9) If you inherit a mobile home within the Park and you do not occupy the unit yourself, you may petition the Board of Directors for the right to rent the unit. Assuming the shareholder had been in residence for at least three (3) years and that heir is a shareholder.
- 10) The Shareholder is responsible for any and all violations or fees accrued by anyone residing in or visiting their mobile home.
- 11) No mobile home or any permanent structure (including docks) within the Park may be sold without prior written notification to the Board of Directors. The current Board of Directors has First Right of Refusal.
- 12) Sales of boats either in the water or in dry storage/slip area, does not include purchaser the use of a Jet Park boat dock or storage space.
- 13) The purchase, transfer, or inheritance of a mobile home does not include the use of a Jet Park boat dock or dry storage space. The new owner may put their name on a waiting list after becoming a shareholder with all appropriate paperwork in the Park office.

MOBILE HOME/SITE REQUIREMENTS

- 1) Landlord shall not be responsible for any damage caused to Resident or Tenant by plants, trees, or shrubbery located on the leased/rented premises of Resident or of any other Resident.
- 2) Landlord shall not be responsible for loss by fire, theft, accident, personal injury or other cause whatsoever.
- 3) All mobile homes (owned/rented) must be properly maintained.
 - a) Display address prominently on unit facing street for emergency access
 - b) Keep windows and screens in good repair
 - c) Keep lot and adjacent edges clean and free from debris
 - d) Plantings around unit must be kept trimmed, in good health, and weeded
- 4) It is suggested that Residents use licensed and insured contractors
- 5) It is suggested Residents maintain adequate liability insurance coverage for mobile home
- 6) Carport use is designed for vehicles, bicycles, golf carts, and a small table and chairs. Keep the area clean, uncluttered, and free from storage. NO indoor upholstered furniture, boxes, appliances of any size, buckets, and/or trash.
- 7) A small clothesline, or a clothes rack is allowed temporarily between the last 2 sections of carport farthest from the road. No clothes hanging overnight.
- 8) No vehicle parking on grass unless it is your assigned parking spot.
- 9) No Resident shall repair vehicles, boats, etc., on carport/driveway, Green Space or anywhere else aside from slip.
 - a) Vehicle repairs taking more than one (1) day must be done on the slip during daylight hours.

- b) When not actively working on repair, it must be removed from slip.
 - c) All long-term repairs are to be performed off Jet Park property.
- 10) Residents who do not want others to use their carport are responsible for placing a deterrent to keep vehicles out
 - 11) Residents must have written authorization filed at the Park Office to park on another's carport.
 - 12) Residents may leave a car or boat in their carport when not in residence.

CHANGES TO THE OUTSIDE OF MOBILE HOME

- 1) The Jet Park Mobile Home Owners Association, Inc. owns all land in the park which includes ALL AREAS OTHER THAN SHAREHOLDER STRUCTURES. Changes you would like to make to Park property MUST be preauthorized.
- 2) Written approval is needed to do just about anything that changes the outside look or footprint of the unit and/or grounds. It's not hard to get approval if it makes sense as far as overhead/underground utilities, trees, wires, water lines, sewer, neighbors, city codes, etc.
- 3) The Board of Directors wants you to improve Jet Park as much as you want to improve your unit and grounds around your unit. Complete a Request for Alteration with all the information, a sketch, drawing, or pictures of what you want to do and submit request to Park office
- 4) Provide as much information as possible so a decision can be made quickly. Plan to be approved or denied within one (1) week during the season or longer during off season. Length of time to be approved/denied depends mainly on providing enough information to the Landlord
- 5) EXAMPLES OF WHEN PRE-AUTHORIZATION IS NEEDED:
 - a) Planting anything aside from grass or Removal of any plantings
 - b) Adding air conditioner where none previously existed
 - c) Anything that affects outside appearance of unit aside from painting
 - d) Addition or movement of shed
 - e) Installation of decorative stone or pavers
 - f) Digging ANYWHERE in Park
- 6) Landlord maintains the right to require anything on the Property to be removed, repaired, or replaced **at the Resident's expense** when access to the area is required by the Landlord for any reason.
- 7) Landlord does not permit the installation of concrete on any lot for any reason.
- 8) Before any changes are made, it is the Shareholders responsibility to check if permits are required.

SHARED OR LEASED FACILITY

- 1) The Jet Park Mobile Home Owners Association, Inc. owns all land in the Park which includes ALL AREAS OTHER THAN SHAREHOLDER STRUCTURES. Spaces between structures are shared and open to all Residents however close to your unit. Please be polite while using.
- 2) All shared facilities are provided for all people living in Jet Park and their guests.
- 3) All your guests under sixteen (16) must be accompanied by an adult in all shared facilities.
- 4) Recreation Hall ("Hall") is provided for all people living in Jet Park and their guests. A calendar is kept and every activity must be approved by the Park office and/or Landlord to be on calendar. You may request private use through the Park office.
- 5) Shuffle Courts are for all residents in the park. It is reserved during Shuffle Club activities. Court maintenance is the responsibility of the Shuffle Club.
- 6) Swimming Pool is for all residents and their guests/visitors.
 - a) No absorbent undergarments may be worn by anyone in the pool at any age.
 - b) Follow all posted rules in Pool area.
- 7) Pay Laundry Room is available for residents and guests/visitors. Machines accept App payment or US quarters.
- 8) Clothesline is available during daylight hours located on slip for residents and guests/visitors.
- 9) Temporary lines may be placed between the two (2) rear supports or your carport.
- 10) Clothes racks may be used on carports during daylight hours
- 11) Bathhouses are available near the pool for residents and your guests/visitors
- 12) Kayak Launch located off Wisconsin Court on the slip is for residents and their guests/visitors. Extra kayaks are available at the launch. You may borrow kayaks identified as Jet Park and paddles and life jackets are located in the container near the launch. Life Jackets must be dried before returning to storage.
- 13) Boat launch available with size restrictions. Paved launch off Wisconsin Street
 - a) Boat trailers and/or vehicles are not allowed to be left at launch site
- 14) Rental spaces for Wet Slips, Boat/Trailer Parking, Parking, Utility Trailers, etc. are available but limited in the Park. Contact the Park office with questions or to be added to the list. An up-to-date waiting list is kept for each rental space type. Shareholders are allowed one (1) space in each rental space area. The non-refundable fee to join each list is \$100.00 and will be used towards first years rent.
 - a) Vehicles and trailers must have current license and current registration on file at office, to use rental space (or be parked within Jet Park)
 - b) Boat must have current registration number filed at office, to use wet slip or mooring spaces.
 - c) Boats, vehicles, trailers, etc. NOT ROADWORTHY/SEAWORTHY will not be allowed a rental space.

- 15) Jet Park Green Spaces are park-like areas around the park and near the water. Help keep these spaces clean and nice for everyone's enjoyment.
- a) NO vehicle parking or driving on grass .

ANIMALS

1. Jet Park is a Pet-Free community. No pet will be kept overnight on the premises.
2. In accordance with the Fair Housing Act of 1988, as amended, should the Tenant have a defined disability under the Act, and proof of disability from a Physician, an animal will be allowed with the proper forms and approval from management. Form obtained from Park office.
3. Guests with pets are allowed a short stay. One (1) day, NO OVERNIGHT. The animal must stay in the Shareholder's area, abide by all Park Animal Rules and be fully vaccinated.
4. No animal shall be allowed to run loose in Park
5. No animal shall be left tied or penned outside, unattended by Tenant.
6. Stray animals of any variety, are not to be fed by Residents within the Park.

RULES FOR RESIDENTS WITH APPROVED ANIMALS

1. Up-to-date vaccination records for all animals are required to be filed at Park office.
2. Current Manatee County tag is required for any animal in Park staying more than 30 days annually, and must be worn on collar at all times.
3. When outside unit, animal must be kept on 8-foot or less leash, or in a temporary fenced in area. All fencing must be approved by board.
4. Animal must be kept under control with owner present at all times.
5. All service animals are requested to wear identification. NOTE: it is illegal to identify emotional support animals as service animals.
6. Animal is never to be permitted to run at large outside alone in Park.
7. Animal is to be walked at your home site, in common areas, or outside park.
8. Animal owners are responsible for immediate cleaning of all droppings.
9. Animals are not to be loud, disruptive, or threatening to others within Park.
10. One (1) support animal per person will be permitted unless written approval for an exception has been granted by the Landlord, and proper paperwork on file.
11. No dog houses are permitted outside the unit.
12. Support animals are not permitted in the pool area or the Hall.

UTILITIES

- 1) Water loss from Resident's lines is Resident's financial responsibility.
- 2) Outside water Use
 - a) Residents are entitled to use water provided by Landlord

- b) Hand watering plants is allowed – NO sprinkler or irrigation systems
- c) No water may be used for plantings outside the Park.
- 3) Water Use
 - a) Water supply valve located outside mobile home must be shut off by resident when not in residence for fourteen (14) days or more
 - b) Water and Sewer Metering – IF REQUIRED is Resident responsibility for water and sewer metering system connection.
- 4) Sewer Maintenance
 - a) Lines running to your mobile home are the responsibility of the Park
 - b) Lines running from your mobile home connecting to Park lines are your responsibility.
- 5) Residents are responsible to maintain and properly flush the sewer line from their unit to the main sewer line. Important upon seasonal arrival.
- 6) If obstructions are detected in resident's area, you will be billed for repairs.
- 7) Park encourages use of single-ply toilet paper to avoid obstructions.
- 8) DO NOT put anything down toilets aside from human waste and toilet paper. NO WIPES allowed in toilets even if they claim to be flushable.
- 9) Waste Management and Yard Waste removal is provided by Jet Park.
 - a) Green Bins are provided for Garbage and picked up Thursdays
 - b) Yard waste must be tied in bundles with no plastic or put into Yard Waste Cans provided by Park – request barrels from office
- 10) Electricity provided through Florida Power and Light (FPL)
 - a) Residents shall at their own cost contact and apply for electricity.
 - b) Resident shall maintain their own electrical service and wires from their unit to and including the electrical box and shut off switch outside unit.
 - c) Jet Park is responsible for the wires connected to FPL through the meter cuff and into exterior electrical box.
 - d) If repairs are required in the exterior electrical box, resident will be charged.
- 11) Home Entertainment – Telephone, Internet, Television, etc.
 - a) Resident is responsible for installation, fees, upkeep.
 - b) Any new outside equipment must receive prior Landlord approval.

RULE VIOLATIONS AND FINES AND/OR FEES

- 1) The Landlord will evict Tenants based upon authority given to the Landlord as stated in Section 723.06 Florida Statutes. Eviction may occur due to any one or more of the following:
 - a) Nonpayment of rent, HOA fees, or other fines and/or fees due the Corporation
 - b) Conviction of a violation of Federal or State law or local ordinance which may be deemed detrimental to the health, safety, and welfare of other Residents of Jet Park.

- c) Violation of a Park Rule & Regulation as allowed under all government statutes and under Chapter 723, Florida Statutes.
- d) Repeated Parking violations
- e) Refusal to obtain a Background Report
- f) Repeated violations of Park Rules & Regulations
- g) Change in the use of the land comprising the Mobile Home Park or any portion thereof without prior Board of Director approval in writing.
- h) Failure of the purchaser of a Mobile Home to be qualified as, and to obtain approval to become a Tenant.

VIOLATIONS

- 1) In the event of a violation by a member or visitor, guest or tenant of a member of any of the provisions of the Rules & Regulations, the Bylaws, the Proprietary Lease or the Act, the Corporation, by direction of the Board of Directors, shall:
 - a) Serve written notice of said breach to member by certified mail, hand delivery or electronic means.
 - b) If such violation continues beyond a reasonable time, considered to be fourteen (14) days or a maximum of thirty (30) days, the Corporation shall treat such violation as an intentional breach of the Rules & Regulations, the Bylaws, the Propriety Lease, or the Act, as applicable, and shall implement any action required to cause compliance including eviction proceedings.
- 2) Any shareholder with outstanding fines and/or fees for ninety (90) days or more is not entitled to use of facilities. (718.303(3))
- 3) Any shareholder with outstanding fines and/or fees for 90 days or more is not entitled to hold office on Jet Park Board of Directors or vote in any Park election. (718.202(3) removal of voting rights)
- 4) Any Shareholder with outstanding fines and/or fees is not entitled to a rental space for wet/dry slips, trailers, cars, etc. (Rules & Regulations)
- 5) Exceptions to these rules may be made from time to time to cover abnormal conditions. For this reason, all violations must be reported to the Board of Directors in writing signed by the Resident reporting the violation.
- 6) A warning, which may include a certified letter explaining the problem and how it should be corrected, will be given/sent to the Resident in non-compliance.

VIOLATION, WARNINGS, AND FINE SPECIFICS

- 1) Loan Park Key to anyone outside Park - Lose right to have key for 1 year
- 2) Refusal of Background Check - Will not be considered for occupancy in Jet Park
- 3) Non-Compliance for Loud Noises after 10 pm and before 8 am
 - a) 1st occurrence in Season - Warning from Board of Directors

- b) 2nd occurrence in same Season - Letter from Board of Directors
 - c) At the third complaint in same Season, the Park attorney will prepare further action involving the Fine Committee
- 4) Late Payments
- a) HOA and Emergency Fund fees are due 1st of each month
 - b) Other invoices sent from Park are due 10 days from invoice date
 - c) On the 11th day after invoice date, a \$20 late fee will be added to all past due fees.
 - d) Failure to pay balances due after 90 days may start eviction proceedings
- 5) Storage Space
- a) Payment for All Storage Spots, parking spots, wet/dry slips, utility trailers, RV's, etc. are due on October 1st of each year.
 - b) After grace period of 10 days the spot will be immediately forfeited and emptied of any storage item.
 - c) Subletting of Storage Space results in immediate forfeiting of storage space.
- 6) Subletting of Rented Mobile Home - Not allowed and will result in Legal action when discovered.
- 7) Parking violations of any vehicle (vehicle, boat, trailer, RV)
- a) 1st Violation – verbal warning from Board of Directors – Recorded with Board and Filed in Office.
 - b) Subsequent violations will receive a \$25 per infraction and for each day of infraction. Up to a total of \$100.00.
 - c) Further violation (after 14 days) will result in Legal action, as per Florida Statutes, from Park attorney, along with a \$100 per day fine up to \$1000 per violation. Statute 719.303 (3, 4, 5).
- 8) Violation letters will be sent from Park when determined necessary defining violations and requirement to comply, after which a fine of \$100 per day will be assessed. On day twelve (12), if still unresolved, legal action shall begin, as per Florida Statutes, in addition to fines up to \$1000 per violation.
- a) Poor maintenance on lot or leased spot.
 - b) Lack of prior approval for plantings and/or outside home alterations.
 - c) Misuse of any shared or leased facility.
 - d) Failure to provide documentation requested/required by Park.
 - e) Flagrant disrespect for Park property, rules, or occupants.
 - f) Flagrant disrespect for parking.
 - g) Flagrant disrespect for Rules & Regulations.

MISCELLANEOUS INFORMATION

- 1. Pedestrians, bikes, wheelchairs, walkers, and golf carts always **have the right-of-way on all roads inside Jet Park.**
- 2. Speed Limit is 10-1/2 MPH.
- 3. **Roads must be left open for emergency vehicles-City will be called to ticket and remove vehicles parked in roads.**
 - a) Park in your carport or your rented parking spot. If more space is needed, seek space outside of Park.
 - b) **Short-term (48 hours or less) car parking** and visitor car parking is available throughout the Park in Visitor spots.
 - c) No parking is allowed on the grass along the fence on Tennessee Street. – violators will be towed by The City of Palmetto.
 - d) Unlicensed, unregistered, and/or inoperative vehicles, trailers, RVs, etc. are not permitted in Jet Park and will be removed at resident’s expense.
- 4. Mangrove trimming is prohibited by Florida State Law.
- 5. INFORMATION AND FORMS are available through Park Office located in North East corner of Recreational Hall.

Office Manager located in Jet Park Office: Dawn Welsh

Office Hours: 9 AM – Noon

Office Phone: (941) 722-1711

Office Fax: (941) 729-7027

Email: jetpark@jetpark89.com

Website: www.jetpark89.com

Emergency: 911

After Hours Line: (727) 248-1797 – to reach a Board Member 24/7