

Rules & Regulations
For
Mobile Estates Homeowners Association, Inc.

Approved by Board of Directors

4/23/2024

Each Shareholder, Non-Shareholder Resident, Corporate Renter, Occupant, and their Visitors/Guests must comply with these Rules and Regulations and the Governing Documents of the Corporation.

Communicate before complaining and resolve your issues!! THANK YOU!

**Mobile Estates Homeowners Association, Inc.
Rules & Regulations**

ARTICLE	TOPIC	PAGE
	Definitions	2
I.	The Unit or Manufactured/Mobile Home & Appurtenances	6
II.	Removal of Manufactured/Mobile Home & Installation of New Manufactured Home	11
III.	Sale of Share and Manufactured/Mobile Home	13
IV.	Maintenance	15
V.	Landscaping/Trees	16
VI.	Vehicles/Parking/Golf Carts/Boats	18
VII.	General	21
VIII.	Common Area/Recreational/Pool & Spa	21
IX.	Non-Shareholders, Residents, Visitors	23
X.	Commercial Enterprises	25
XI.	Services	26
XII.	Animals	27
XIII.	Violations/Fines/Compliance Enforcement	28
XIV.	Priority of Governing Documents	31
XV.	Fee Schedule	32

Mobile Estates Homeowners Association, Inc.
Rules & Regulations
Definitions

Any term not defined in the Cooperative Documents shall have the same definition as stated in the Florida Statutes 719, Florida Statutes, as amended from time to time (herein, the "Cooperative Act"), unless the context requires others. If there is a dispute over the proper definition of a vague or ambiguous term which is otherwise not defined herein or in the Cooperative Act, the Corporation's Board of Directors shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term. The definition adopted by the Board shall be binding unless wholly unreasonable and arbitrary (Bylaws).

A.

Alteration shall mean the act or process of altering something, the result of changing something. Includes but not limited to: building, erecting, excavating, grading, placing, making, altering, modifying, removing, repairing, exterior painting, deleting or demolishing any improvement or portion of any Unit, including over, upon, connected with or beneath the surface of a Unit (dictionary).

Appurtenances shall mean any accessory, permanent improvement or addition to the Unit or Manufactured/Mobile Home like a carport, carport covering, attached front planters, shed, utility room, etc. (dictionary).

B.

Board or Board of Directors or BOD shall mean the Board of Directors or other representative body responsible for the administration of the corporation: § 719.103, Fla. Stat. (2023).

C.

CAM shall mean Community Association Manager (FL CAM License).

Committee shall mean a group of board members, unit owners, non-shareholder residents or board members and unit owners and non-shareholders residents appointed by the board or a member of the board to make recommendations to the board, make recommendations regarding the Association budget or take action on behalf of the board: § 719.103, Fla. Stat. (2023).

Common Areas shall mean the portions of the Cooperative property not included in the Unit.

Cooperative shall mean that form of ownership of real property wherein legal title is vested in the Association and the beneficial use is evidenced by an ownership interest in the Corporation (through a share) and a lease or other muniment of title or possession

granted by the Association as the owner of all the cooperative property: § 719.103, Fla. Stat. (2023).

Cooperative Documents shall mean the documents that create the Cooperative, including but not limited to: Articles of Incorporation, Bylaws, and the ground lease or other underlying lease, if any.

- a. The document evidencing a Unit owner's membership or share in the Association.
- b. The document recognizing a Unit owner's title or right to possession to his or her Unit: § 719.103, Fla. Stat. (2023).

Cooperative Property shall mean the lands, leaseholds, and personal property owned by the Cooperative Association: § 719.103, Fla. Stat. (2023).

Corporation or Association shall mean Mobile Estates Homeowners Association, Inc. (MEHOA).

E.

Emotional Support Animal or ESA shall mean an animal that provides companionship, relieves loneliness and sometimes helps with depression, anxiety and certain phobias, but does not have special training to perform tasks that assist people with disabilities (ADA. gov, US Service Dog).

Estoppel Letter shall mean a document used in due diligence in real estate and mortgage activities (dictionary).

F.

Fence shall mean a barrier, railing, upright structure, typically of wood, plastic or wire, enclosing an area of ground to mark a boundary, control access, intrusion, or prevent escape (dictionary).

M.

Manufactured Home or Mobile Home shall mean a type of prefabricated housing that is largely assembled in factories and then transported to sites of use. A factory-built home after June 15, 1976 is a Manufactured Home. In 1976, the industry decided that stricter standards should be set to ensure the quality of these structures (HUD).

MEHOA or Mobile Home Park or Park shall mean Mobile Estates Homeowners Association, Inc. (MEHOA) a cooperative.

N.

Non-Shareholder Resident shall mean an approved resident of MEHOA that does not own a share of MEHOA. Non-Shareholder residents cannot vote at board meetings or become a member of the BOD. Non-Shareholder residents may serve on a committee.

P.

Prolonged Absence shall mean an absence from MEHOA for a period greater than fourteen (14) consecutive days.

S.

Screening Interview shall mean a prospective Shareholder must complete a MEHOA Application for Residency and complete an interview with the Screening Committee.

Service Animal shall mean a dog that is individually trained to do work or perform tasks for a person with a disability (ADA).

Shareholder shall mean a person that has invested money in a corporation in exchange for a "share certificate" of ownership. All certificates are numbered according to the Unit that they represent (Bylaws).

Shareholder/Non-Shareholder/Corporate Renter shall mean S/NS/CR.

Special Assessment shall mean any assessment levied against Unit owners other than the assessment required by a budget adopted annually: § 719.103, Fla. Stat. (2023).

U.

Unit shall mean a part of the Cooperative property which is subject to exclusive use and possession. A Unit may be improvements, land or land and improvements together, as specified in the Cooperative documents: § 719.103, Fla. Stat. (2023).

V.

Vehicle shall mean a device used for transporting people or goods on land, such as car, truck or cart, etc. (dictionary).

Vehicle Storage Area shall mean the area located at the northeast side of MEHOA near the Maintenance Building with designated spaces.

Visitor/Guest shall mean anyone who visits the home of a S/NS/CR.

MEHOA Rules and Regulations

*"Substantial rewording of Rules and Regulations.
See previous Rules and Regulations for present text."*

I. The Unit or Manufactured/Mobile Home & Appurtenances

A. Alterations of the Unit or Manufactured/Mobile Home

1. Shareholders/Non-Shareholders/Corporate Renters (S/NS/CR) who wish to make a **structural** alteration, change their Unit, add/replace an addition or carport, add lattice, add/replace shed or storage bin/box, change or alter the outward appearance, including exterior painting (see suggested colors at MEHOA office) of their Unit or manufactured/mobile home must submit a **Request for Alteration** form to the Cooperative. (see fee schedule). Requests must be accompanied by paint swatches and/or drawing that is to scale and must include required setbacks (Master Occupancy).

a. MEHOA (Mobile Estates Homeowners Association, Inc.) is authorized to charge a fee for review and evaluation of all requests for structural alterations.

2. **Under no circumstances** is any work or **structural** alteration to commence prior to receipt of approval in writing from the BOD (Board of Directors). If work commences and/or alterations are complete without Board approval, the BOD has the authority to pursue legal actions to have unauthorized alterations removed. The cost and legal fees will be charged to the violating S/NS/CR.

3. All alterations, additions and improvements must comply with Federal, State and County codes, laws and regulations as well as must comply with the Governing Documents and Rules and Regulations of MEHOA. The Unit owner, S/NS/CR shall be solely responsible for obtaining any required building or other permits.

4. The members of the BOD and/or its appointees meet as needed to discuss requests for **structural** alterations and make its decision based on various factors including, but not limited to: State/County code, the Alteration Committee recommendation, site inspection, and review of the application.

5. **Non-Structural** alterations require a completed **Request for Alteration** and may be authorized by the CAM (Community Association Manager), such as but not limited to: bushes/shrubs, trees, lattice, propane fire pits, etc. CAM has the right to defer non-structural alterations to the BOD for final approval.

6. Recommendation by the Alteration Committee to the BOD is not "written approval" for structural work commencement.

- a. Once written approval is received, the CAM will issue an **Alterations Approval Card** to the S/NS/CR.
- b. The Alterations Approval Card will include the Unit address and a minimal description of work to be completed.
- c. The Alterations Approval Card must be displayed in a street facing window during the scope of the work to be completed.
- d. Approved Alteration Requests are valid for one (1) year and are available for S/NS/CR review in the office.

7. Alterations, modifications, and/or additions to the Unit or manufactured/mobile home cannot eliminate all off-street parking.

8. All S/NS/CR are required to repair and maintain their manufactured/mobile home, Unit, lanai, patio, and driveway clean and orderly at all times.

9. Garages/overhead garage doors are PROHIBITED on the lanai or carport of a manufactured/mobile home within MEHOA.

- a. Electrical garage doors are not permitted.

B. Carports

1. All proposed carport modifications, including repair of damage caused by weather-related events, require prior written approval by the BOD and cannot eliminate all off-street parking.

2. The BOD has the authority to prohibit the storage of items on or within the carport that may be a safety/fire hazard.

- a. Storage of watercraft and trailers excluding canoes and kayaks is PROHIBITED within a carport.
- b. Storage items must not prohibit the intended use of the carport, i.e., parking a vehicle.

3. All new manufactured homes and/or replacement homes must have a carport installed within six (6) months of obtaining the Certificate of Occupancy.

- a. Exceptions regarding time constraints require written BOD approval.

4. The BOD will deny any request to install lattice or privacy panels of any sort on a carport if said lattice/privacy panel will:

- a. Obscure the view of drivers, pedestrians, or cyclists (as determined by the BOD).
- b. Be attached to a tree or permanent structure (shed, home).
- c. Be a safety hazard.

5. Any existing manufactured/mobile home on a Unit without a carport on the date Rules & Regulations adopted on 4/23/2024 may remain until the Unit is sold (See Section III. Sale of Share and Manufactured/Mobile Home).

C. Sheds

1. A Request for Alteration form is required to add/replace a shed and/or storage bin/box within the Unit.

2. All sheds must meet and comply with all Governing Documents of MEHOA, County, State and Federal guidelines.

- a. A maximum of **TWO** sheds of any materials are permitted within the Unit boundaries providing setback requirements.
- b. **Per Sarasota County Code** plastic or rubber storage containers less than seven (7) feet tall and less than sixty-five (65) square feet that meet any applicable setback requirements do not require a county permit, all other sheds regardless of type are required to have a county permit.
- c. All new and existing sheds regardless of type must be anchored to the ground and comply with County, State and Federal guidelines.
- d. All elevated sheds and/or bases should be skirted and properly anchored to the ground.
- e. It is the S/NS/CR responsibility to secure all required permits and inspections from the local government and should be displayed.

3. Any existing sheds on the date Rules & Regulations adopted on 4/23/2024 may remain until Unit is sold. Shed Rules and Regulations, maximum number, materials used, and maximum size of shed adopted on 4/23/2024 will be in effect prior to sale. It is the existing homeowner's responsibility to remove non-conforming sheds or provide monies in escrow so the new homeowner can remove non-conforming shed(s).

D. Storage

1. At no time may a S/NS/CR lease, rent or use his/her carport, driveway, shed, roof, and/or Unit as a storage facility.

2. Outdoor storage on a Unit is limited to items designed for outdoor use, such as but not limited to; covered trash container, recycling bin, outdoor patio furniture, grill, bicycles, propane firepit or golf cart.

3. Prior to a prolonged absence, the S/NS/CR shall completely empty the carport/driveway and Unit of all articles, including but not limited to: furniture, trashcans, building materials, grills, firepits, potted plants, bicycles, etc., or anything that could become a projectile during a hurricane or high wind weather event.

4. Unsecured articles left in the carport, driveway or Unit may be removed during a weather event by the Corporation (applicable fees apply). MEHOA does not store items and is not responsible for lost or damaged articles.

E. Fencing

1. The installation of fencing within a Unit is PROHIBITED.
2. Any existing fencing on the date Rules & Regulations adopted on 4/6/2019 may remain on a Unit and is the sole responsibility of the S/NS/CR.
3. All existing fencing must be kept clean, free of mold, in good repair, and well-maintained regardless of the source of damage.
4. Any fencing removed after the date of 4/6/2019 (Rules & Regulations) adopted by the BOD cannot be replaced. Any damaged fencing may be repaired.

F. Skirting

1. MEHOA requires that all manufactured/mobile homes be fully skirted per Local, County, and State guidelines.
2. Wooden/metal or large plastic sheds must be skirted if they are located above ground level.
3. All skirting must be kept clean, free of mold, in good repair including free of holes, and well-maintained to prevent rodent accessibility, regardless of the source of damage.

G. Tie Downs

1. MEHOA requires that all manufactured/mobile homes and wooden/resin/metal/plastic sheds, storage units be securely fastened down utilizing hurricane anchors that comply with all Local, County, State and Federal or other government ordinances.

H. Utility Connections

1. The installation of new utility connections must be approved by the BOD and by the proper governmental or private entity according to any Florida, and/or Sarasota County codes and regulations. All work must be completed by a licensed Florida contractor.

I. Fire Pits

1. Wood burning fire pits are PROHIBITED on any Unit or common area of MEHOA.

2. Propane fire pits are permitted on the Unit away from structures and attended at all times of operation.
 - a. A Request for Alteration (no fee) is required for safety location determination.
 - b. Propane fire pits and appliances must meet all County, State and Federal guidelines.
 - c. A fire extinguisher is recommended and should be kept nearby.
 - d. Fire pits should be in good working condition, stored and secured during a weather event and when away for a prolonged period of time from MEHOA.

J. Pergolas/Tents

1. Pergolas/Tents/Canopies of any type are PROHIBITED on any Unit or Common area of MEHOA.

K. Sun/Shade Sails

1. A Request for Alteration and written approval is required for Sun/Shade Sails.
2. Mounting Sun/Shade Sails to trees is not permitted. S/NS/CR is required to call Sunshine 811 prior to digging for any posts required to hang Sun/Shade Sails.
3. Approved breathable, high-density polyethylene (HDPE) Sun/Shade Sails must be used. Tarps are PROHIBITED.
4. Sun/Shade Sails must be removed when high winds are predicted and when a S/NS/CR is away for an extended period of time. When not in use Sun/Shade Sails should be properly stored.
5. All Sun/Shade Sails must be kept clean, free of mold, in good repair including free of hole damage, and well maintained regardless of the source of damage and removed immediately until repaired.

L. Alternative Energy

1. A Request for Alteration and written approval is required for any alternative energy sources to be placed within a Unit and must meet all Federal, State and County ordinances and permits.
2. Solar panels are not permitted on the roofs of manufactured/mobile homes or sheds and carports unless the structure and electrical supply is specifically designed to support them.
3. Grass-mounted solar panel installation within MEHOA is PROHIBITED.

4. Portable, Rigid, and Flexible solar panels are permitted within MEHOA and must meet all County, State and Federal code ordinances and permits.
 - a. Portable, Rigid and Flexible solar panels may not be placed in the front yards or any ground/grass area of the Unit with the exception of a weather-related emergency or a power outage.
 - b. Portable solar panels must be in good repair, properly stored in the home or shed when not in use.
 - c. Proper disposal of any solar panels and any fees incurred for disposal is the sole responsibility of the S/NS/CR.

II. Removal of Manufactured/Mobile Home & Installation of New Manufactured Home

A. Removal and Installation of manufactured/mobile home

1. Shareholders must submit a New House Application to the office with the following requirements for REMOVAL and/or INSTALLATION of a new manufactured/mobile home.
 - a. The Shareholder must provide MEHOA with the contractor's proof of insurance and workers' compensation before the manufactured/mobile home REMOVAL work commences.
 - b. Written approval from the BOD is required for REMOVAL or INSTALLATION of any manufactured/mobile home.
 - c. Submit a drawing that is to a 1" = 10' scale of the planned work, with all setbacks from streets and to neighboring property. The drawing must be signed by the shareholder and dated.
2. Before any digging and/or excavation work takes place on a Unit, the hired contractor, sub-contractor, or Unit owner must call Sunshine 811 to ensure proper location and marking of underground utilities.
3. The installation of drain patterns shall not change the existing grade or cause disruption of drain patterns unless approved in writing by the BOD.
4. All new manufactured homes must install a cement or paver driveway within three (3) months of occupancy.
 - a. New or replacement driveways are to be constructed of concrete or pavers.
 - b. A minimum of twenty (20) feet in length should be available for parking, providing Unit setbacks.
5. Potable water shut off AND sanitary sewer system clean-outs are to be located outside on the perimeter of the new home (not underneath).

6. The contractor, sub-contractor or Unit owner shall be responsible for acquiring any/all permits required by Federal, State and/or County codes and regulations prior to any work commencing on a Unit.

B. Surveys

1. A pre-construction removal survey must be completed by a registered surveyor identifying existing setback measurements from the edge of the roadway, street-to-street centerline, and all abutting structures (i.e., manufactured/mobile home, carport, shed, utility poles, etc.
 - a. The survey must also locate by two "swing ties": the **existing** water service and sanitary sewer clean-out.
 - b. The proposed home must "fit" within the parameters of the pre-construction/removal survey.
 - c. A minimum of ten (10) feet setback from the road is required.
 - d. The survey/new home plan must also locate by two "swing ties": the **new** water service and sanitary sewer clean-out.
2. Following the removal of the manufactured/mobile home from a Unit and the placement of the new manufactured home, the registered surveyor will verify with actual measurements that the new manufactured home has been placed within the pre-construction buildable "window", meeting all setback requirements established in the pre-construction survey.
 - a. The post-construction survey shall be placed in the Shareholder's file as verified compliance with the pre-construction survey measurements.
 - b. The post-construction survey shall include the location of the Unit's water service shut-off and sanitary clean-out.
3. The cost of both the pre-construction and post-construction survey is the Shareholder's responsibility.
4. The Shareholder is responsible for any damage caused to MEHOA or to any Shareholder's Unit during the removal or installation of a manufactured home.

C. Timeline

1. In the event the proposed manufactured home is not placed within thirty (30) calendar days, the Shareholder must clean the empty lot of debris and level the ground.

D. Other/Miscellaneous Homes

1. Only NEW one (1) story Housing and Urban Development (HUD) approved manufactured homes are permitted within MEHOA.
2. Existing manufactured/mobile homes cannot be modified to add a second story.

III. Sale of Share and Manufactured/Mobile Home

A. Sale

1. Shareholders wishing to sell their share and manufactured/mobile home may sell it themselves or through a realtor.
2. The Shareholder/Seller must notify the office that the manufactured/mobile home and share appurtenant to it will be "For Sale".
3. One small 12" x 12" "For Sale" sign is permitted in a window of the manufactured/mobile home.
 - a. One standard 18" x 24" sign may be placed in the Unit yard.
4. Prior to selling a home without a concrete, asphalt or paver driveway, Seller is responsible for installing a cement or paver driveway or providing monies in escrow for the New Buyer, unless otherwise negotiated, with written documentation provided to the office.
 - a. The seller must obtain three (3) estimates to be sure escrow is adequate and included in the estoppel letter.
5. Prior to selling a home without a carport, the Seller is responsible for installing a carport or providing monies in escrow for the New Buyer, unless otherwise negotiated, with written documentation provided to the office.
 - a. The seller must obtain three (3) estimates to be sure escrow is adequate and included in the estoppel letter.

B. Home Inspection

1. Once your home is under contract, the Buyer is required to have a home inspection by a licensed Florida Home Inspector to determine if the home has any safety issues, including but not limited to: structural safety, plumbing, mold and electrical including aluminum wiring.
 - a. A copy of the inspection report must be provided to the CAM and will be placed in the Unit's file.
 - b. Any safety issues that have been identified within the Inspection Report must be improved/repared by the Buyer within six (6) months.
 - c. The Buyer is responsible for acquiring any/all permits required by Federal, State and/or Local codes and regulations prior to any work commencing on Unit.
 - d. Proof of repairs must be provided to the office.
 - e. Buyer/Seller may negotiate repair costs.

C. Termite/Rodent Inspection

1. The Shareholder/Seller must pay for termite and rodent inspection before the closing on the sale of the share and manufactured/mobile home. Inspection must be no more than thirty (30) days prior to the closing.

2. If termites or rodents are evident, the Shareholder/Seller must pay to treat the home for rodents and tent the home for termites.

3. A copy of the inspection report must be provided to the office.

D. Approval of Non-Shareholder/Shareholder for Ownership (Buyer)

1. The applicant for ownership (buyer) is subject to approval criteria as stated in these Rules and Regulations and the governing documents.
2. The applicant for ownership (buyer) must fill out a MEHOA Application for Residency form (see Fee Schedule). The buyer will pay for a background check (see Fee Schedule) to be completed prior to occupancy in MEHOA.
3. All applicants including Non-Shareholders, Corporate Renters and Prospective Shareholders must receive a screening interview and background approval prior to real estate closing and occupancy within MEHOA.
 - a. Prospective S/NS/CR must receive written approval by the CAM prior to residing in MEHOA.
4. S/NS/CR are PROHIBITED from renting/leasing/subletting their Unit and/or the manufactured/mobile/shed located on the Unit.

E. Disapproval of Shareholder/Non-Shareholder/Corporate Renter

1. The BOD shall disapprove a prospective S/NS/CR or Occupant of a Unit for any of the following reasons which shall constitute "good cause" for disapproval:
 - a. The application for approval on its face, or subsequent investigation thereof, indicates that any person seeking approval intends to conduct himself/herself in a manner inconsistent with the Corporate Governing Documents and Rules and Regulations.
 - b. Any person seeking approval has been convicted of a misdemeanor or a felony involving physical violence towards a child and/or convicted of a misdemeanor or felony of a sexual nature involving a child or adult, murder, or who is registered in a sex-offender registry in Florida or any other state in the USA, or who has been convicted of the illegal manufacture or distribution of a controlled substance or firearm.
 - c. Any person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities, or associations, or by conduct in this cooperative as a Corporate Renter, prior Shareholder/Non-Shareholder, Guest, or Occupant of a Unit.
 - d. Any person seeking approval has failed or refused to provide the information, fees or appearance required to process the application in a timely manner.

- e. Any person seeking approval provided false information on the application.
2. If the Corporation disapproves of a prospective S/NS/CR, Resident Occupant for "good cause" as set forth above, the Corporation shall have no duty to furnish an alternative S/SN/CR, Occupant and the transaction shall not be made.

F. Transfer Fees

1. All respective parties must pay transfer fees (see Fee Schedule) and closing costs as enumerated in these Rules and Regulations and the Governing Documents (MEHOA Bylaws).

IV. Maintenance

A. General Appearance of the Unit

1. The exterior of the Unit, including the manufactured/mobile home, carport, lattice, shed(s), storage bins/boxes and fencing should be free of hole damage, mold, weeds, well-maintained and in good repair.
2. Outdoor water tanks must be covered to match the home.

B. Water

1. Water usage is included in the monthly maintenance fee. MEHOA encourages year-round conservation. Excessive usage can affect monthly maintenance fees. The S/NS/CR is responsible for adhering to water restrictions as posted by the Southwest Florida Water Management District.
2. The S/NS/CR is responsible for the maintenance and repair of the water line from the service valve (usually outside the Unit) into the manufactured/mobile home.

C. Sewer

1. The S/NS/CR is responsible for the maintenance of any clogging that originates within the manufactured/mobile home up to the sewer clean-out and should contact a licensed plumber.
 - a. Only toilet paper should be flushed in any toilet within MEHOA. (No rags, diapers, wipes of any kind, needles, etc.)
2. MEHOA shall be responsible for any clogging located from the sewer clean-out to the main sewer line, providing there has not been any misuse. If misuse has been determined, the S/NS/CR is responsible for the repair costs. The office should be notified immediately.

D. Maintenance Building

1. The maintenance building and tool shed are NOT to be used as a dumping area or storage area for unwanted items.

- a. S/NS/CR shall be responsible for any fees incurred regarding disposal of said unwanted items left in the storage area.
2. The tools in the maintenance building and tool shed are NOT available for the general use of the residents of MEHOA. Only persons who have been given authority from the BOD may access the maintenance tool shed.

V. Landscaping/Trees

A. Lawn Mowing

1. MEHOA provides the Unit mowing of the grass. Mowing includes trimming grass around planters, mailboxes, along patios, walks and driveways. Blowing cut grass from walkways, driveways, and patios is included.
 - a. Trimming of shrubbery or removal of weeds and plants is NOT included.
2. Protective borders around manufactured/mobile homes help to prevent damage to skirting.
 - a. The S/NS/CR is responsible for maintaining the protective border and keeping it free of debris, weeds, and mold.
 - b. An eighteen (18) inch protective border is recommended.
3. MEHOA is not responsible for payment to any S/NS/CR for damages caused to a Unit or manufactured/mobile home by the landscaping contractor.
4. MEHOA is not responsible for payment to any private landscape contractor hired by S/NS/CR.
5. The S/NS/CR is responsible for ensuring the Unit is free of rocks and debris that could cause damage to the lawn mowing equipment during lawn maintenance.
6. The mowing contract is administered by the CAM; complaints should be directed to the CAM and not the landscaping contractor.

B. Weeding

1. The S/NS/CR is responsible for weeding of the Unit's landscaped borders, planters and potted plants. This includes:
 - a. Trimming the bushes around the Unit and manufactured/mobile home.
 - b. Ensuring that shrubbery, planters, potted plants, and trees do not obscure the view of traffic or cause a safety hazard.
 - c. Planning to have weeds removed when out of residence for a period greater than thirty (30) days.
2. If the S/NS/CR fails to weed, MEHOA will notify them. If the S/NS/CR fails to weed or trim within fifteen (15) days of notification, the BOD will have it completed at the expense of the S/NS/CR.

C. Mold/Mildew

1. The S/NS/CR is responsible for keeping the Unit, including but not limited to: the manufactured/mobile home, carport, shed(s), driveway, lattice, and fencing, free of mold/mildew.
2. If the S/NS/CR fails to remove mold/mildew, MEHOA will notify them. If the S/NS/CR fails to remove the mold/mildew within fifteen (15) days of notification, the BOD will have it completed at the expense of the S/NS/CR.

D. Plants/Potted Plants/Trees

1. Potted plants should be removed and stored properly during a hurricane weather event or when the S/NS/CR is away from the residence for an extended period.
2. Established trees on a Unit or common areas are the property of MEHOA. No person shall cut down and/or remove any tree from a Unit without the written approval from the BOD.
3. Invasive plants and trees as identified by Sarasota County and/or MEHOA are PROHIBITED within MEHOA. These include but are not limited to: Norfolk Island Pine, Silk Oak, Oak, Punk, Bamboo, Rubber, Brazilian Pepper, Cabbage, Sago and Queen Palm, Ficus or any Fruit Trees are PROHIBITED within MEHOA.
4. Any existing fruit trees on a Unit are the sole responsibility of the S/NS/CR to maintain. In order to minimize the rodent population, the S/NS/CR is responsible for ensuring that all fruit that falls from existing fruit trees on a Unit is immediately cleaned up and removed, otherwise MEHOA will take steps to remove the tree.
5. A Request for Alteration (no fee required) and written approval is required for the planting of any trees on a Unit.
6. Planting trees below a utility line or within an easement is PROHIBITED.
7. Nails, screws, guy wires, sunshade/sails, etc. cannot be attached to any trees.
8. No tree may be planted in a manner that would obscure the view of traffic within MEHOA. The BOD is authorized to remove any tree, shrub, bush, foliage, etc. from a Unit if said tree, shrub bush, foliage, etc. is obscuring the view of traffic flow or poses a safety hazard within or through MEHOA.

E. MEHOA Tree Responsibility

1. MEHOA shall trim and maintain existing Queen and Cabbage palm trees, Southern Pine, and Oak trees on a Unit on a scheduled basis.

F. Shareholder/Non-Shareholder/Corporate Renter (S/NS/CR) Tree Responsibility

1. Maintenance of a tree planted by a S/NS/CR is the sole responsibility of the S/NS/CR.
2. If the S/NS/CR fails to trim his/her tree, MEHOA will notify them. If the S/NS/CR fails to trim the tree within fifteen (15) days of notification, the BOD or their representative(s) will have it completed at the expense of the S/NS/CR.

G. Decorative Planters/Protective Boulders

1. Due to MEHOA narrow streets and the difficulty of emergency vehicles' ability to maneuver in an emergency, all boulders/rocks, any decorative planters, and decorative materials are to be placed within the landscaping bed of a Unit.
2. A Request for Alteration (no fee required) and written approval is required for the location of any landscaping beds on a Unit.

VI. Vehicles/Parking/Golf Carts/Vehicle Storage

A. Vehicles

1. All vehicles must be currently registered with the Department of Motor Vehicles and in an operable condition within MEHOA. Inoperable vehicles are PROHIBITED.
2. Commercial vehicles are PROHIBITED from parking on a Unit, carport, guest parking by the Clubhouse, or on a street at any time unless providing service to a Unit, a manufactured/mobile home, or completing work for the Cooperation.
3. Minor mechanical work on a vehicle is permitted within a Unit.
 - a. Work must be completed within a forty-eight (48) consecutive hour period.
 - b. Disposal of any/all waste materials including hazardous waste materials must meet all county requirements and is the sole responsibility of the S/NS/CR.

B. Parking

1. Overnight street parking or overnight parking on the grass or any lawn area is PROHIBITED within MEHOA.
2. Personal vehicles must be parked in the driveway and/or carport of the manufactured/mobile home Unit or vehicle storage area. Applicable parking permit and fees apply (See Fee Schedule).
3. The parking of commercial vehicles owned by a S/NS/CR on a Unit is PROHIBITED. They may be parked in the vehicle storage area in an assigned space. Applicable parking permit and fees apply (See Fee Schedule).

4. Parking in another S/NS/CR carport of a Unit is PROHIBITED without permission from the S/NS/CR. CAM should be notified of such permission.
5. Short-Term (up to twenty-four (24) hours) parking is permitted at the Clubhouse and Laundry. Permission to park longer than twenty-four (24) hours requires written approval from the BOD or CAM.

C. ATVs UTVs, and Dirt Bikes

1. All ATVs and QUADs (All Terrain Vehicles), UTVs (Utility Task Vehicles) and Dirt Bikes are PROHIBITED within MEHOA.
 - a. UTV is permitted for MEHOA Maintenance staff only.

D. Golf Carts

1. One (1) Electric Golf Cart is permitted per Unit and may be parked in S/NS/CR carport or driveway.
2. Golf carts must be insured, a copy of the insurance policy should be current and submitted to the MEHOA office.
3. Golf cart operators must adhere to all MEHOA Rules and Regulations, speed limits and parking restrictions.
 - a. Only licensed drivers (minimum of sixteen (16) yrs. of age) are permitted to operate a golf cart (FL HB949).
4. Operational headlights, taillights, windshield, and rearview mirror is required if operating the golf cart at night within MEHOA.
5. Golf carts must be stored properly and under the carport or in the vehicle storage area when the S/N/CR is away from the home for an extended period.
6. Overnight golf cart parking on the grass or any lawn area is PROHIBITED within MEHOA.
 - a. Additional parking is available in the Vehicle Storage area. Parking permit, availability and applicable fees apply (see Fee Schedule).
7. Minor mechanical work on a golf cart is permitted within a Unit.
 - a. Work must be completed within a forty-eight (48) consecutive hour period.
 - b. Disposal of any/all waste materials including hazardous waste must meet all county requirements and is the sole responsibility of the S/NS/CR.
8. Injury to a pedestrian, service animal, an ESA, or damage caused to a Unit or any property of MEHOA is the sole responsibility of the S/NS/CR/Owner of the golf cart.

F. Vehicle Storage

1. S/NS/CR and CAM-approved Guests are permitted to use the Vehicle Storage Area.
2. Cleaning, loading and unloading of recreational vehicles (RVs), campers, boats, and trailers is permitted at the S/NS/CR manufactured/mobile home or Unit for a maximum of forty-eight (48) consecutive hours.
3. The parking of RVs, trucks, campers, boats, canoes/kayaks, and trailers, hereon referred to as "vehicles", are permitted in the Vehicle Storage area at the rear of MEHOA. Parking permits, availability and applicable fees apply (see Fee Schedule).
4. All Vehicles in the Vehicle Storage area, except for canoes/kayaks, must have a license plate, current year registration and current insurance. Copies of registration and insurance must be submitted to the office.
5. Inoperable and/or non-registered vehicles are PROHIBITED in MEHOA, this includes the Vehicle Storage area and/or any storage area within MEHOA.
6. Commercial Vehicles must be parked in the Vehicle Storage area. Parking permit, availability, and applicable fees, per vehicle apply (see Fee Schedule).
 - a. A maximum of one (1) Commercial Vehicle per Unit is permitted to park in the Vehicle Storage area.
7. Anything parked in the Vehicle Storage area that does not meet the requirements will be deemed a violation of these Rules and Regulations and could subject the owner of said vehicle and/or the person who parked said vehicle to a fine and/or enforcement action pursuant to: § 719, Fla. Stat. (2023).

G. Violation of Storage Area Parking

1. In addition to the imposition of a fine pursuant: § 719, Fla. Stat. (2023), a storage item or vehicle parked in violation of these Rules and Regulations or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed or removed by the Corporation at the sole expense of the S/NS/CR and/or owner of such storage item or vehicle remains in violation for a period of forty-eight (48) hours from the time a notice of violation is placed on the storage item or vehicle and/or a letter is delivered to the owner.
2. The Corporation shall not be liable to the S/NS/CR/Resident and/or owner of such storage item or vehicle for trespass, conversion or otherwise, not guilty of a criminal act, by reason of such towing or removing, and once the notice is posted, neither its removal, nor failure of the S/NS/CR and/or Owner to receive it for another reason, shall be grounds for relief of any kind.

3. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

VII. General

A. House Numbers

1. All manufactured/mobile homes are required to have visible house numbers located on the front of the house.

B. Noise

2. S/NS/CR should refrain from loud noises before 8 AM and after 10 PM.

C. Speed Limit

1. The speed limit in MEHOA is ten (10) miles per hour. All motorized/non-motorized vehicles shall yield to pedestrians and obey the rules of the road.

D. Solicitation

1. Door-to-door solicitation of any kind is PROHIBITED in MEHOA.

E. Trespassing

1. All persons and dogs are PROHIBITED from walking or riding through Unit yards without permission of the S/NS/CR.

F. Liability

1. MEHOA assumes no responsibility or liability pertaining to the loss or damage caused by fire, theft, accident, storm, personal injury, or other causes whatsoever to a S/NS/CR, Resident, Occupant, Guest, or Visitor.
2. Any damage caused to MEHOA, or neighbors' Units is the sole responsibility of the S/NS/CR.

G. Renting/Leasing/Subletting Unit

1. S/NS/CR are PROHIBITED from renting, leasing, or subletting a manufactured/mobile home, carport, driveway, shed, roof and/or Unit.

H. Theft

1. Theft from MEHOA is PROHIBITED. Offenders will be prosecuted to the full extent of the law.

VIII. Common Areas/Recreational/Pool & Spa

A. Pavilion

1. The Pavilion and its contents is for S/NS/CR use only and may be reserved for private gatherings by contacting the MEHOA office. The Pavilion and its contents must be clean and free of debris after use.

- a. Applicable deposit required at time of booking and will be returned upon inspection. (see Fee Schedule)
2. Noise restrictions as stated herein will be applicable to the Pavilion.
3. Damage(s) caused to the Pavilion is the responsibility of the S/NS/CR using the Pavilion.

B. Clubhouse/Community Center

1. The Clubhouse is for S/NS/CR use only and may be reserved for private gatherings by contacting the MEHOA office.
 - a. The BOD is authorized to create and utilize a rental agreement which all S/NS/CR must execute in order to utilize the Clubhouse for private events.
 - b. Applicable deposit is required at time of booking and will be returned upon inspection (see Fee Schedule).
 - c. Recreation Committee events take priority over private functions.
2. The S/NS/CR utilizing the Clubhouse and its contents is responsible for cleaning the kitchen area, tables, sweeping the floor, gathering any debris and in general leaving the Clubhouse in a clean and organized manner.
 - a. The S/NS/CR using the Clubhouse and its contents is responsible for any damage(s) incurred during use.
3. Smoking/vaping within the Clubhouse is PROHIBITED.

C. Recreational Area

1. Shuffleboard courts, bocce court and related equipment are available for all S/NS/CR. Equipment is located in the Equipment Shed next to the Pool Shed.
2. Any damage(s) caused to the equipment or recreational area is the responsibility of the S/NS/CR using the area.

D. Pool/Spa

1. Pool/Spa hours of Operation
 - a. Winter (November 1 to March 1) 9:00 AM to 9:00 PM
 - b. Summer (March 2 to October 31) 8:00 AM to 10:00 PM
2. The Pool/Spa will be closed if the air temperature is 65* F (18.3* C) or lower.
3. Maximum Capacity
 - a. Pool: 42 Persons
 - b. Spa: 6 Persons

4. Pool/Spa Rules
 - a. Swim or use of spa at your own risk, no lifeguard on duty.
 - b. No jumping or diving in the pool/spa.
 - c. Shower at poolside prior to entering the pool/spa.
 - d. Use of sunscreen is encouraged except for sunscreen OILS.
 - e. No soaps, shampoos, wash cloths, shaving creams, nail clippers, razors, etc. are to be used in the shower/pool/spa.
 - f. No child under the age of fifteen (15) is permitted in the pool area unless accompanied by an adult.
 - g. No child under the age of ten (10) is permitted in the spa.
 - h. Do not use the pool/spa if you are ill with diarrhea, have an infection or contagious disease that may be transmitted through water, or have an open cut, blister, or lesion.
 - i. No beverages in glass containers or food in the pool/spa deck area.
 - j. No animals in the pool/spa.
 - k. No smoking/vaping in the pool/spa deck area.
 - l. Proper swimming attire is required in the pool/spa area.
 - m. Persons who are incontinent and/or not toilet trained must wear appropriate swim pants or diapers while in the pool/spa area.
 - n. Per insurance requirements, no inflatable items are permitted in the pool/spa.
 - o. Pregnant women, persons with health problems, and persons using alcohol, narcotics or other drugs that cause drowsiness should not use the spa without first consulting a doctor.
 - p. Maximum use of the spa is fifteen (15) minutes at a time.
 - q. Spa maximum water temperature is 104* F.

5. One or more officers from the BOD has the right to eject, refuse admittance or enforce loss of pool/spa privileges to anyone failing to comply with pool/spa Rules and Regulations and health safety regulations.

IX. Non-Shareholders, Residents, Visitors

A. Non-Shareholders

1. The Legal spouse of a Shareholder is not considered a Non-Shareholder resident and can attend meetings.

2. A Non-Shareholder resident shall apply for long-term non-permanent residency by completing a Non-Shareholder Residency Application and agreeing to a background check. Applicable fees apply (see Fee Schedule).

3. Non-Shareholder residents shall agree to abide by the Rules and Regulations and all governing documents of MEHOA imposed on Shareholders. The Shareholder is responsible for ensuring that the Non-Shareholder resident adheres to the governing documents and Rules and Regulations of MEHOA.

4. An approved Non-Shareholder Resident is permitted to use the common areas, i.e., pool/spa, Clubhouse, recreational area, laundry, etc. as long as the Shareholder and Non-Shareholder are not in violation of the governing documents or Rules and Regulations of MEHOA and as long as the Shareholder is current on all financial obligations owed to MEHOA.
5. An approved Non-Shareholder resident cannot vote or serve on the BOD.
6. In the event the Shareholder becomes unable to occupy the manufactured/mobile home and Unit, the Non-Shareholder resident shall agree, as stated in the Non-Shareholder residency application, to vacate the Unit, manufactured/mobile home and MEHOA within sixty (60) days of delivery of notice to the Non-Shareholder resident that the Shareholder is no longer occupying the manufactured/mobile home and/or Unit and the Non-Shareholder resident must vacate the Unit, manufactured/mobile home and MEHOA.
7. A Non-Shareholder resident applicant may be denied residency in MEHOA if the Background check determines the following:
 - a. The person seeking approval has been convicted of a misdemeanor or felony involving physical violence towards a child and/or adult or convicted of a misdemeanor or felony of a sexual nature involving a child or adult, murder, or who is registered in a sex-offender registry in Florida or any state in the USA, or who has been convicted of the illegal manufacture or distribution of a controlled substance or firearm.
 - b. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities, or associations, or by conduct in this Cooperative as a Corporate Renter, Shareholder, Guest/Visitor, or occupant of a Unit.
 - c. The person seeking approval failed or refused to provide information, fees or appearance required to process the application in a timely manner.
 - d. Any person seeking approval provided false information on the application.
 - e. All assessments, fines and other charges against the Unit or the Shareholder, have not been paid in full; provided however, the Corporation may grant approval subject to payment in full as a condition of approval.

B. Guests/Visitors

1. S/NS/CR is responsible for informing their guests/visitors that they must adhere to the Rules and Regulations and the governing documents.
2. Overnight visitors (including family) must register at the office, in person, by telephone call or via email at mobileestates6741@comcast.net .

3. Children twelve (12) years of age or under must be accompanied by an adult while in any common area of MEHOA.
4. Visitors may not occupy the manufactured/mobile home or Unit unless one or more of the S/NS/CR is in occupancy at the time, or unless applied for in writing and written approval is granted by the BOD.
 - a. Immediate family members of the S/NS/CR (parents, grandparents, grandchildren, children, brothers, and sisters) do not require written approval unless visiting for more than thirty (30) days.
5. Visitors are permitted in MEHOA up to twenty-nine (29) consecutive days and for no more than sixty (60) days per year. A longer period may be approved in writing by the BOD.
 - a. After thirty (30) days, the S/NS/CR must pay an additional fee per person. (see Fee Schedule)
6. The S/NS/CR is responsible for any damage(s) to MEHOA caused by their guests/visitors.

X. Commercial Enterprises

A. Commercial Enterprises

1. A Unit and the manufactured/mobile home may be used for commercial enterprises if said commercial activity does not:
 - a. Affect pedestrian, vehicle traffic or parking within MEHOA.
 - b. Utilize the display of commercial signs on the Unit or manufactured/mobile home.
 - c. Utilize a "commercial vehicle" on the Unit or in conjunction with the manufactured/mobile home. A commercial vehicle is defined as follows:
 - Commercial vehicles shall mean those vehicles which are not designed and used for customary, personal/family purposes.
 - Commercial vehicles shall include those vehicles that contain commercial lettering, graphics, signs, or displays; those vehicles that lack rear or side windows; those vehicles that contain transport tools, toolboxes, or other equipment incidental to any business. The absence of commercial type lettering, graphics, signs, displays on a vehicle or any or all the aforementioned criteria shall not be dispositive as to whether a vehicle is a commercial vehicle.
2. Commercial vehicles must be parked in the vehicle storage area at the rear of MEHOA. Applicable fees, availability and permit required (see Fee Schedule).

XI. Services

A. Laundry/Clothesline

1. Laundry facilities including multiple clothes lines are available at the rear of MEHOA and are for the exclusive use of MEHOA S/NS/CR and their guests/visitors.
 - a. The access code for the laundry facility is available at the MEHOA office.
2. Hanging laundry in the front of the Unit, manufactured/mobile home is PROHIBITED. One portable drying rack may be used in the carport or at the rear of the Unit.
 - a. Portable drying racks must be set up and removed after each use and stored properly and out of sight when not in use.

B. Mailboxes

1. Mailboxes are provided by MEHOA for each Unit. Mailboxes are the property of the Federal Government and must NOT be tampered with.
2. Mail is delivered curbside by the U.S. Postal Service. All S/NS/CR should use the street name and number and not the park name and number as address.
3. Defacing Mailboxes within MEHOA in any way is considered damage and will incur penalties (See Fee Schedule).
 - a. Damage includes, but is not limited to: physical damage including post, writing name(s), address on the mailbox, placing stickers, metal nameplates, decorative features, etc.

C. Waste Collection, Yard Waste, Recyclable, Oversized Items

1. All waste containers and blue recycling bins must have lids/covers.
 - a. Waste containers/ recycling bin may be placed at the curb beginning at 5:00 PM the day before collection and should be curbside by 6:00 AM on collection day.
2. Additional information on yard waste, recycling and large item pick up may be found at the Waste Management website at <https://www.wm.com> or Sarasota County at <https://www.scgov.net/home> .
 - a. Any service fees for item pick up are the sole responsibility of the S/NS/CR.
3. The yard waste dumpster is located at the east end of Sun Home and is strictly for yard waste. Violators will be fined.

XII. Animals

A. Cats

1. A Unit may have up to three (3) cats. ALL cats must reside within the manufactured/mobile home.
 - a. Cats must be on a leash of no longer than six (6) feet in length when outside the manufactured/mobile home.
2. All cats must be registered with Sarasota County and must remain current on all inoculations.
3. Soiled and used cat litter and/or excrement must NOT be flushed down the toilet or sink of a manufactured/mobile home and must be bagged and placed with the weekly waste/debris collection.

B. Exotic Pets

1. Exotic pets such as, but not limited to, snakes, lizards, rodents, alligators, spiders, farm animals, etc. are PROHIBITED within MEHOA.

C. Dogs

1. Dogs are PROHIBITED by MEHOA except for Service Animals and Emotional Support Animals (ESA).
2. Owners of Service Animals and ESA are required to provide proper documentation as required by Federal, State, County and Local guidelines to the MEHOA office.
 - a. Service Animals and ESA must be currently licensed, inoculated, registered, and maintain any permits as required by any entity, including, but not limited to, Federal, State, County and Local laws.
 - b. A person who falsified information or written document, or knowingly provides fraudulent information or written document, for an ESA under s.760.27, or otherwise knowingly and willfully misrepresents himself or herself, through his or her conduct or through verbal or written notice, as having a disability or disability related need for an ESA or being otherwise qualified to use an ESA, commits a misdemeanor of the second degree, punishable as provided in s.775.082 or s.775.083: § 817.265, Fla. Stat. (2023).
3. Service Animals and ESA must always be kept on a leash of no longer than six (6) feet in length when outside the manufactured/mobile home.
4. Owners of Service Animals and ESA must always maintain control of their animals. Service Animals and ESA should not pose a direct threat to the health and safety of others.

- a. If your animal is out of control and you do not take effective action to control your animal or your animal poses a direct threat to others, you may be asked to remove your animal from the premises.
 - b. Uncontrolled barking, jumping on other people, growling, or running away from the handler, are some examples of unacceptable behavior for a Service Animal or ESA.
5. S/NS/CR/Guests/Visitors are liable for any damage(s) to the premises or to another person on the premises by his/her Service Animal or ESA.
 6. Service Animals or ESA should not be left unattended at any time while in the common areas outside the manufactured/mobile home or on the Unit.
 7. Owners of a Service Animals or ESA should carry the necessary implements for cleaning up after their animal. Animal waste should be immediately bagged and deposited in the owner's weekly waste pickup.
 - a. Owners of a Service Animal or ESA should arrange for cleaning up after their animal if the owner is unable to do so.
 - b. Violators will be fined.**
 8. Owners of a Service Animal or ESA should be mindful of pedestrians, bikers, common areas and homeowners Units while walking their animal.
 9. Service Animals or ESA are not permitted in the pool or spa.

D. Feeding Animals

1. Outdoor feeding of domestic or wild animals of any sort including squirrels and birds is PROHIBITED within MEHOA.
 - a. Bird Feeders are PROHIBITED within MEHOA.

XIII. Violations/Fines/Compliance Enforcement

A. Violations and Fines, Legal Rules

1. MEHOA may levy reasonable fines for the failure of the Unit Owner or its S/NS/CR occupant, licensee, or invitee to comply with any provision of the Cooperative documents or reasonable rules of the association: § 719.303, Fla. Stat. (2023).
 - a. A fine may be levied by the BOD on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee: § 719.303, Fla. Stat. (2023).
 - b. MEHOA may suspend for a reasonable period of time, the right of the Unit owner/S/NS/CR Guest or Visitor to use the Common areas or any other association property for failure to comply with any provision of the Cooperative documents or reasonable Rules of the Association: § 719.303, Fla. Stat. (2023).

2. A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect, or carelessness, or by that of any his/her family, guests, residents, occupants, employees, invitees, agents, or tenants (Bylaws).
3. The fine levied by the BOD may not be imposed unless the BOD first provides at least fourteen (14) days written notice and an opportunity for a hearing before a Fines Committee (at least three members appointed by the BOD who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee): § 719.303, Fla. Stat. (2023).
 - a. The role of the Fines Committee is limited to determining whether to confirm or reject the fine levied by the BOD. If the Fines Committee does not approve the proposed fine by majority vote, the proposed fine may not be imposed: § 719.303, Fla. Stat. (2023).
 - b. If the Fines Committee determines the proposed fine is appropriate against the Unit, MEHOA must provide written notice of such fine by mail or hand delivery to the Unit Owner/S/NS/CR Guest or Visitor. The fine payment is due ten (10) days after the date of the committee meeting at which the fine is approved: § 719.303, Fla. Stat. (2023).
 - c. Once paid, the Unit Owner/S/NS/CR shall receive a written acknowledgement stating the fine has been satisfied and there shall be no further action taken.
4. If the Committee determines that a violation does exist, it will impose a fine pursuant to the authority of: § 719.303 Flor. Stat. (2023) in the amount of one hundred dollars (\$100.00) for each day the violation has existed. The fine may be imposed for each day the violation continues up to a total of ten (10) days. The fine will not exceed one thousand dollars (\$1000.00) according to the limitations of the Statute. (Master Occupancy)

B. Non-Compliance Procedures

1. Step One (1)

- a. The MEHOA office receives a complaint in writing from the Compliance Committee or Unit Owner/S/NS/CR.
- b. The violation is confirmed within seven (7) days.

Step Two (2)

- a. Once the violation is confirmed, the Unit Owner/S/NS/CR will be informed both orally (when possible) and in writing of the violation and will be given fourteen (14) days to respond in writing to the MEHOA office or remedy the Violation.

Step Three (3)

- a. If after fourteen (14) days, MEHOA has not received a response from the Unit Owner/S/NS/CR or no corrective action has been taken to remedy the violation, then:
 - The BOD will meet to determine an applicable fine for the potential of non-compliance.
 - The Fines Committee will meet to determine if a fine is applicable.
 - A proof of mailing/certified letter will be sent. The letter will include a copy of the violation, the amount of potential fine, start date and the opportunity for a hearing before a Fines Committee.
- b. The Unit owner will have fourteen (14) days to comply or request a hearing.
- c. If the Unit Owner/S/NS/CR does not respond or take corrective action, fines will begin to accrue.
- d. MEHOA will verify each day of violation.

Step Four (4)

- a. The BOD has the discretion to contact the MEHOA attorney if the violation has not been remedied within the twenty-eight (28) day time frame.
- b. In the event MEHOA is not paid the fine as determined by the committee to be due, the BOD may institute an action in the court of appropriate jurisdiction in Sarasota County, Florida, for enforcement proceedings. (Master Occupancy)
- c. MEHOA shall be entitled to be reimbursed for all of its court costs, prejudgment interest and any reasonable attorney's fees incurred by the Association for taking such action from the inception of the notice required hereunder through the collection of said sums by whatever legal means available to the Association as any other debt under Florida law. (Master Occupancy)

2. Failure to Pay Fine

- a. If not paid within thirty (30) days of the fine's start date, the fine shall accrue interest at the highest rate allowed by law and shall be subject to a late payment fee of twenty-five dollars (\$25.00).
- b. The Corporation may also elect to post and maintain an unpaid fine on the Unit Owner's account for a period not to exceed ten (10) years.

C. Complaints/Compliance Enforcement

1. A person(s) wishing to file a complaint can utilize and complete the Shareholder Complaint form in its entirety. The form is located on the MEHOA website or can be obtained from the office.

2. All complaints should be pertinent to state/county code, health, safety and/or Rules and Regulations violations.

XIV. Priority of Governing Documents

- A. The Governing Documents of MEHOA shall take priority in the following order:
 1. Master Proprietary Lease (Master Occupancy)
 2. Articles of Incorporation
 3. Bylaws
 4. Rules and Regulations

Each Unit owner, S/NS/CR Guest and Visitor and each association shall be governed by, and shall comply with the provision of, this chapter, the cooperative documents, the documents creating the association and the association bylaws, and the provisions thereof shall be deemed expressly incorporated into any lease or a Unit. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by a Unit against the association or a Unit owner: § 719.303, Fla. Stat. (2023).

XV. Fee Schedule

A. Fees applicable as of 4/23/2024. Fees are subject to change.

1	Access Card	\$20.00
2	Application Fee	\$50.00
3	Background Check (per person)	\$65.00
4	Clubhouse Deposit	\$50.00
5	Copies (per page)	\$.25
6	Estoppel Letter (for closing of home)	\$299.00
7	Extra Person(s) Fee (per month)	\$20.00
8	Fax (per page)	\$1.00
9	Gate Clicker	\$25.00
10	MEHOA New Home Installation	\$100.00
11	Parking: Automobile, Golf Cart (per month)	\$25.00
12	Parking: Boat, RV (per month)	\$40.00
13	Parking: Commercial Vehicle/Commercial Trailer (per month)	\$40.00
14	Pavilion Deposit	\$50.00
15	Request for Alterations	\$25.00
16	Transfer Fee (Membership/Sellers)	\$150.00
17		
18		
19		
20		
21		
22		
23	Mailbox Replacement PER mailbox (Plus Labor charges)	\$50.00 ++
24	Complete Replacement Package for Two (2) Mailboxes (Plus Labor charges)	\$225.00 ++
25	Complete Replacement Package for Three (3) Mailboxes (Plus Labor charges)	\$275.00 ++
26	Complete Replacement Package for Four (4) Mailboxes (Plus Labor charges)	\$325.00 ++