

MOBEL AMERICANA RO ASSOCIATION, INC.
dba AMERICAN COVE
7201 First Street NE, St. Petersburg, Fl. 33702-5925

Receipt for Rules and Regulations

SPACE No. __

The undersigned has this date _____ received a copy of the RULES AND REGULATIONS that are in force as of the date of this receipt.

We agree to abide by these RULES AND REGULATIONS.

Initial one of the following.

I. We understand that the PROSPECTUS contains RULES AND REGULATIONS that are in effect now.

_____. 2. We understand that the original prospectus contains RULES AND REGULATIONS that are **not** currently in effect, and have been replaced by the current RULES AND REGULATIONS.

Unit **Owner/Sublessee** _____

Unit **Owner/Sublessee** _____

MOBEL AMERICANA RO ASSOCIATION, INC.
dba AMERICANA COVE

RULES AND REGULATIONS

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**MOBEL AMERICANA RO ASSOCIATION, INC.
dba AMERICANA COVE**

RULES AND REGULATIONS

EFFECTIVE: JANUARY 1, 2009

PART I - GENERAL

1. INTRODUCTION

The following Rules and Regulations of MOBEL AMERICANA RO ASSOCIATION, INC., dba Americana Cove, a Florida not-for-profit corporation, have been adopted and published by the Board of Directors of MOBEL AMERICANA RO ASSOCIATION, INC. ("MAROA"), owner of the Park, in an effort to preserve property values and to maintain a high standard of conduct within the community. Mutual cooperation between Residents, the Board of Directors, and Management in order to fulfill that standard is the ultimate goal of the community.

It is the intent of the Association that the Park be operated as a retirement community for older persons. Therefore, at least eighty (80%) percent of the occupied units must have one person fifty-five (55) years of age or older. All other residents and occupants must be at least forty-five (45) years of age.

These Rules and Regulations and appendices govern the style and quality of living in our community. They are reasonable and necessary for the overall upkeep of the homes, as well as the health, safety and welfare of Park Residents, and for the proper and efficient operation of MOBEL AMERICANA, dba AMERICANA COVE. These Rules and Regulations are intended to be applied and administered in a reasonable and non-discriminatory manner.

These Rules and Regulations will be applied and administered in a reasonable and non-discriminatory manner. They shall apply to all Residents, their Guests and Immediate Family, and to all caregivers authorized by the Corporation.

For residents falling under Section 719 of the Florida Statutes, that is certificate holders, unless otherwise noted, all official notices, including but not limited to violation notices, instructions to the attorney and other official documents of the corporation, shall be under the signature of any of the officers of the Corporation, as per Article XIX, Section 19 of the Bylaws, and/or the Manager. However, the Manager may not sign or authorize any document that is reserved to the officers of the Corporation exclusively.

Violations Notices

- A. A notification of a violation, or warning letter, shall be sent to a violator, indicating the rule that was broken, and allowing seven (7) days notice for residents falling under Section 723 of the Florida Statutes, that is lessees/renters, and ten (10) days for members, that is certificate holders under Florida Statute 719, (See Bylaw Article XII, section 12.1) for the violator to provide an explanation, or to correct the situation.

- B. Failure to correct the situation pursuant to A. preceding will result in a second violation notice being sent to the Resident by certified mail, return receipt requested.
- C. Failure to correct the situation after the steps taken in B. preceding may result in the Board seeking relief within the court system, including, but not limited to an injunction or an action for damages. The prevailing party in any such action shall be entitled to reasonable attorney's fees and costs.
- D. All steps taken under this section will be fully documented.
- E. Residents shall be given ninety (90) days notice of any changes in Rules and Regulations of the Park prior to their becoming effective, except for Rules and Regulations adopted as a result of restrictions imposed by a governmental entity and required to protect the public health, safety and welfare, which may be promulgated and enforced prior to expiration of the ninety (90) day period.

Residents may apply to Management for an exception approval, in any case where a difficulty could arise in the application of the Rules and Regulations as written. Additionally, if any of the Rules and Regulations requires an individual approval for an action, application to Management shall be made, and approval will not be unreasonably, arbitrarily or capriciously withheld.

2. DEFINITIONS

- A. **Management** - Management shall mean the professional manager employed by the Board of Directors of the Corporation to manage the Park.
- B. **Community** -MOBEL AMERICANA MOBILE HOME PARK, dba Americana Cove
- C. **Corporation** - MOBEL AMERICANA RO ASSOCIATION, INC., dba Americana Cove, a Florida not-for- profit corporation, the owner of the Park and landlord to Members, Renters/Lessees and Tenants.
- D. **Guest (Invitees)** - A person or persons (who may be relatives or friends) staying at a home in the Park as a guest of a Resident, whose stay does not exceed fifteen (15) days at one time, or a cumulative total of thirty (30) days each calendar year.
- E. **Member** - Homeowner who owns or co-owns a Membership Certificate issued by the Corporation, pursuant to the Articles of Incorporation and the Bylaws.
- F. **Park** - MOBEL AMERICANA, dba AMERICANA COVE.
- G. **Resident** - Members, Tenants, Renters/Lessees and Sub-Lessees of the Park.

- H. **Tenant** - An occupant of a home in the Park who is not a Member and who does not occupy the unit of a Member but occupies a lot and unit owned by the Corporation.
- I. **Board** - The Board of Directors of the Corporation.
- J. **Vendor** - Anyone who is invited into the community for business purposes, by either management or residents.
- K. **Renter/Lessee** - An occupant of a home in the Park who is not a Member, and who does not occupy the unit of a Member, but owns a unit and occupies a lot leased from the Corporation.
- L. **Sub-Lessee** - Those residents renting a private home in the Community from either a member or a renter/lessee for a stated period, and who have been approved by management as sub-lessees.
- M. **Pets** shall mean only dogs, cats, small birds, and fish.
- N. **Home Site** - That space/lot/parcel occupied by the residence dwelling of a resident.
- O. **Pre-Owned (Used)** shall mean a home that has previously been owned by someone other than the current owner.
- P. **Parking Space** - shall mean that space on the parking lots located at or near the main clubhouse, atrium and office, at or near the docking areas, at the two laundry areas and at the Founders Park area. Such spaces being clearly delineated by white lines indicating either space for a standard sized automobile and/or a golf cart.

3. RESIDENCE REQUIREMENTS AND GUESTS

- A. No Resident, Guest or Visitor, who has ever been convicted of any felony or as a sexual predator or of any crime that may be considered a sexual offense, or any other act which the Park deems detrimental to the health, safety and welfare of the residents of the Park, may reside or visit in the Park.
- B. No home may be occupied on a permanent basis by more than two (2) adults per bedroom. However, guests may visit for fifteen (15) consecutive days, or a total of thirty (30) days per year. Prior to, or immediately upon arrival in the Park, all guests must be registered with the Park office. No other permanent Residents shall be allowed, except with written permission of Management. No home may be left in possession of anyone under eighteen (18) years of age.
- C. Residents are required to acquaint all guests with all conditions of residency. Residents are personally responsible for all actions and conduct of their guests and, to this end, are liable for any damages to any property within the Park caused or contributed to by guests. Guests/Invitees being invited to attend park

activities and common facilities shall be accompanied by a Resident or identified by a guest tag. Anyone living outside the community may not use the facility on a daily basis.

- D. Guests using the swimming pool, recreation hall, or any common facility of the Park must be accompanied at all times by a Resident, except if the Guest is at least eighteen (18) years of age and is registered at the Park Office. Recreational facilities are used at own risk. Rules are posted at all common area facilities and must be observed and followed. Guests/Invitees are prohibited from using the exercise room. Guests must be accompanied by Residents when attending any community functions.
- E. When the Resident is not in residence, permission in writing must be given by Management prior to occupancy, for Guests to stay overnight in the absence of the Resident. Daily or regular babysitting of anyone who is not an Immediate Family member, as defined above, gratuitously or for a fee, is not permitted on any home space.
- F. It is expected that residents and guests will abide by a dress code when using the public buildings, such as the clubhouse, atrium, and laundries. This will include the wearing of shirts, pants and shoes.
- G. Improper conduct of any kind, such as to create annoyances, nuisances, indecency or disorderly conduct will not be permitted and may be cause for eviction from the Park pursuant to Florida Statutes 723.061. Park residents, additional occupants, guests and invitees are responsible for their conduct. The mobile home owners, additional occupants, guests and invitees shall not assault, batter, harass, attack, verbally abuse, argue with and/or physically accost the Park management agents and/or employees. Any violation of this Rule shall be deemed by the Park to be an act which endangers the life, health, safety and peaceful enjoyment of the Park by its residents.
- H: Improper conduct of any kind, which creates annoyances, nuisances, indecency, disorderly conduct or otherwise unreasonably disturbs the other residents of the Community will be deemed to be a breach of the peace and will not be permitted. This conduct may well be cause for eviction from the Community pursuant to Florida Statutes 723.061.
- I. The home owners/residents must conduct himself and require other persons on the premises with his consent to govern themselves in a manner that does not unreasonably disturb his neighbors or constitute a breach of peace.
- J. Park residents, shareholders, additional occupants, guests and invitees are responsible for their conduct. The mobile home owners, additional occupants, guests and invitees shall not harass, attack, verbally abuse, argue with, threaten and/or physically accost the Park management agents and/or employees. Failure to abide by this Rule may result in eviction from the Park.

4. **SWIMMING POOL RULES**

- A. Pool Hours: 9:00 A.M. to 10:00 P.M. Adults Only Hours during non-holiday periods: 9:00 A.M. to 10:00 A.M. and 2:00 P.M. to 4:00 PM.
- B. Residents and Guests swim at their own risk.
- C. The maximum pool capacity is twenty-nine (29).
- D. No pets are permitted in the pool or the pool area.
- E. All persons must shower immediately before entering the pool. Neither the poolside shower nor the interior showers are for personal daily use, shampooing of hair, shaving etc.
- F. Swimmers will be free of any skin condition.
- G. Swimmers will not grease or oil themselves before entering the pool.
- H. Food may be consumed at the tables.
- I. Alcoholic beverages may be consumed in compliance with local and state laws and provided the labels are not exposed.
- J. Glass containers and/or glassware are not allowed in the pool area.
- K. Invitees under eighteen (18) years of age must be accompanied by a Resident at all times when using the pool.
- L. Identification tags must be worn by Residents and their guests when using the pool.
- M. Play toys are prohibited in the pool.
- N. Proper bathing attire only shall be worn in the pool. Cut-offs, playsuits, shorts, etc., are prohibited in the pool.
- O. Persons wearing or needing to wear diapers are not permitted in the pool. Persons wearing approved swim diapers are permitted in the pool.
- P. Running and/or diving are prohibited in the pool area.
- Q. No one is allowed in the Clubhouse in a wet bathing suit.

5. **RENTING AND USE OF HOMES**

- A. Prospective sub lessees of a home owned by a Resident must be interviewed by and be accepted in writing by the Management and the Board of Directors before occupancy. Prospective sub lessees must sign a copy of the Rules and

Regulations that are in effect and complete an Application for Residency. Residents shall be responsible for all violations of these Rules and Regulations by any sub lessees as though committed directly by Resident, and Management shall direct its rent notices, complaints and other notices to Resident.

Residents are responsible for informing Management of their intention to sublease and for having sub lessees interviewed by Management and pay for credit check.

- B. No renting or subleasing will be permitted for less than two (2) months unless approved in writing by the Management.
- C. Prospective buyers and renters must make application, pay the appropriate fee, and have written approval prior to moving in. This includes private residence sales and rentals.

6. **SELLING HOMES IN PARK - ACCEPTANCE**

- A.
 - (i) Owners of homes may not sell their home nor transfer title without first notifying Management, in writing, that their home is being sold either in place or for removal.
 - (ii) Current residents who are or may be prospective purchasers of existing homes, within three (3) years of a previous purchase, need management approval, just as if they were applying to purchase a home in the community for the first time, including a credit and background check. The application fees applicable to first time purchasers will also be required to offset the administrative expenses incurred.
 - (iii) If the home is declared not suitable for occupancy by a governmental authority having jurisdiction, the security deposit shall be forfeited to MAROA, to be used for the removal of the unit, and the clearing of the homesite.
 - (iv) No home purchase shall be approved that does not follow these requirements.
- B. Owners selling in place must also secure approval of Management by obtaining from Management, a written report of an exterior inspection of said home. Such inspection shall include, but not be limited to:
 - (i) Washing and/or painting of home and skirting.
 - (ii) Flower beds weeded and mulched.
 - (iii) Driveway seal coated, painted or cleaned.
 - (iv) Screen or vinyl windows in good condition.

The seller must do what is required to bring the home into community compliance before closing, or the buyer will be given by Management, a written notice of a thirty (30) day grace period, after closing in which to bring the home into compliance.

- C. Residents may avail themselves of the Park's Home Sales Department or select an outside brokerage service of their own choice; or, if they so desire, they may sell their home themselves. Credit application and pre-approval by the Management and the Board of the prospective buyer applies regardless of the sales/purchase method employed.
- D. All prospective buyers must furnish verification of their age with a picture identification card and verified by a driver's license, passport, or other governmental documentation.
- E. If a home is vacant and unable to be sold it is to be removed. The cost of removal and clean-up will be paid by the Resident, Resident's representative, heirs or estate prior to removal. The space shall be left in a clean and neat condition. Approval of Management is required, prior to the move.

7. SIGNS

Should a Resident in good faith desire to sell his/her home they may, during the period of time that the home is offered for sale and prior to an actual sale, place one (1) sign inside the Resident's home notifying the public that the home is for sale. This sign may be of a size not to exceed 18" x 18" and shall be displayed in a neat and secure manner and only inside the front window of the home facing the street.

8. NOTICE BOARDS

Notice Boards are available at the Clubhouse for posting articles for sale, rental of homes, social events, etc. Notices of an article for sale or an event may be displayed at the appropriate board on a three-inch by five-inch (3" x 5") card or paper. Notices must be dated and may not be posted for longer than thirty (30) days. No outside commercial advertising is allowed.

9. COMMERCIAL ENTERPRISES VENDORS

- A. No Resident may engage in any type of commercial business in the Park without the express written approval of Management. No garage, patio, carport, rummage or yard sales are permitted on the home site.
- B. (I) Any outside vendor doing work on Park property is to be licensed and insured and registered with the business office. Failure to do so will result in being denied entry.
- (ii) Tradespeople making deliveries, such as UPS or FedEx, newspaper deliverers or vehicles such as taxis, shuttle vans and vehicles for disabled residents, are allowed in the Park, provided they register at the entry gate.

- C. No signs are allowed on the home site. We are referring, primarily in this instance to "NO MOWING" signs. The Park Maintenance Department, upon request of those who wish to mow their own home site, will provide them with four (4) flags on a wire. These must be placed on the four (4) corners of the area that is not to be mowed.

10. COMMERCIAL/NON-COMMERCIAL SOLICITATION

- A. No commercial door-to-door solicitation is permitted in the Park. Other solicitation permitted only with prior Management approval. Nothing contained in this rule shall be construed to infringe upon the rights of any Resident to canvass other Residents for the purposes described in Section 723.054(3) or Section 719 Florida Statutes.

No signs may be displayed within the Park that do not conform to the standards for display of signs approved by the Board.

- B. No fliers of any type, commercial, charitable etc. may be distributed in the community by anyone, including residents, without the permission of management.

11. EXTERIOR MAINTENANCE

- A. The exterior of the home and the other structures (and all of the space) shall be maintained in a neat appearance, including (but not limited to) painting and repair. The home should be washed annually. Painting of the home should be done every five (5) to six (6) years, or as deemed necessary by Management. The exterior surfaces of the home, including but not limited to the eaves, trim, skirting, and downspouts, shall be kept free from mildew or discoloration. Peeling, fading, or damage to the exterior surface must be repaired and painted. Failure to maintain the exterior of the home in accordance with these standards will constitute a violation of these Rules and Regulations and be cause for eviction from the Park as set forth in §723.061, Florida Statutes. No new sand (stippled) painting will be allowed because of its high susceptibility to mildew.
- B. Painting and exterior maintenance of homes, and exterior upgrades as per section (12) of these regulations, must have prior written approval of management. Prior to the work commencing, a drawing must be approved by the Manager, who will issue a Park building permit before a Building permit through the City of St. Petersburg, if necessary, will be issued. A copy of the Building Permits will be kept in the resident's file at the office. Both permits are to be displayed on the job site so they are visible from street. The color of siding, awnings and trim also applies (no excess trim). Trim on home can be complementary to shade of siding. The Management must approve the color of any driveway that is to be stained or painted. Two-tone staining or pattern painting is permitted, but only with prior approval of the Management. The office has several color swatches from homebuilder supplies from which to choose.

- C. Driveways must be kept free of grease, oil, and other surface debris. Management must approve the color of any driveway that is to be stained or painted. The standard color is earth tone and green or gray; however, the shade must be submitted for approval prior to purchase. Two-toned staining or pattern painting is permitted, but only with prior Management approval.
- D. Fruit trees must be stripped of harvest prior to leaving for any extended period of time, such as another residence during the summer months, or during occupancy to prevent fruit from rotting on the ground and attracting fruit rats.
- E. No aluminum foil, bed sheets, or cardboard, etc., will be allowed on the windows of any home.
- F. If metered utility boxes are screened with landscaping, such landscaping shall not interfere with accessibility. Easements for the installation and maintenance of utilities and drainage facilities have been reserved throughout the Park. No structure, planting or other material which may damage or interfere with the installation and maintenance of utilities, change the direction of or obstruct or retard the flow of water through drainage channels will be permitted in, on or about those easements.
- G. All homes must display 4" house address numbers (not words), contrasting clearly with the background color on the street side of home, closest to the street, for easy reading and easy location by emergency services. When awnings are lowered for a period of time, such as hurricane season, the street number is not to be hidden or obscured by the awning.
- H. Blankets, sheets, towels, flags and the like may not be used as indoor window covers. Only items made for the specific use as window treatments may be used on the indoor windows. Window treatments, especially those which can be viewed from the street, must be kept in good repair at all times. The use of aluminum foil or similar materials in windows is prohibited. Window tinting must be approved by Community Management prior to installation.

12. HOME UPGRADES.

Any home currently lacking upgrading must be kept in a good state of repair, with the outside being attractive and consistent with Community standards. Any exterior modifications to the home must be approved by the Management to assure their aesthetic integrity to the Community.

Improvements must have prior written approval of management. This is to include any building change to the outside of the home, room additions, carport extensions, vinyl rooms or windows to a screen room. Prior to the work commencing, a drawing must be approved by the Manager, who will issue a Park building permit before a Building permit through the City of St. Petersburg will be issued. A copy of the Building Permits will be kept in the resident's file at the office. Both permits are to be displayed on the job site so they are visible from street. All work is to be done by a licensed, bonded and insured contractor disclosed to the Park and approved by Management prior to the beginning of any construction.

As of this date forward, all homes bought or sold within the Community shall be brought up to standards to include:

A. **Pre-owned Homes:**

- (1.) (a) Must comply with Home Transfer Inspection to be done at the time of listing the home for sale. All upgrades must be done by either the seller or the purchaser. Both parties agreeing to the upgrade and to the financial responsibilities that are incurred must sign a letter of agreement to that effect,
- (b) All upgrades must be completed within the time limit specified in the sale documents.
- (ii.) One utility shed, with minimum size of 36 square feet and maximum not to exceed 120 square feet.
- (iii.) Material and color must be the same as the siding of the Home.
- (iv.) Any existing freestanding sheds will be inspected with the home transfer and may be left if they are in good condition and secure to the ground.
- (v.) Newly constructed utility sheds shall be aesthetically compatible with other like structures in the community and shall not be allowed to be an out building. Aluminum and vinyl siding is acceptable.
- (vi.) If a home is damaged by a storm, fire or other means, the home must be repaired within ninety (90) days of the incident. This should include the carport, roof, sheds, windows, or any exterior damage to the home. If the contractor is unable to complete the work within the ninety (90) day window, the resident must obtain a signed contract to do the work, and provide it to Management, stating when the work will be completed.

B. **Skirting and Siding** - Skirting must be in good condition. All sides or replacement must be of the same material, which may be vertical tongue and groove, aluminum slats, decorative brick, and vinyl lattice. Design and color are to be approved by Management.

C. **Carport Extensions** - Carport extension plans must be submitted to management for written approval, prior to any work commencing. The roofline should follow the roofline of other homes in the community.

D. **Concrete Additions** - Plans for concrete additions to a carport or patio must be submitted to management for prior written approval, prior to any work commencing.

E. **Decks or patios** may be constructed of redwood, Douglas fir, concrete or other material, all approved in writing by Management before installation shall commence.

- F. **Awnings** may be installed. Colors of aluminum awnings will complement the color of the body of the home. Aluminum awnings may be installed on exterior screen rooms and on the windows of the home. All installations must be approved by Management.

13. **YARD MAINTENANCE**

- A. Each Resident must arrange for the care of their own yard. Anyone not living in the Park on a twelve-month basis must assign a caretaker to weed the planter and trim shrubs in their absence. Failure to do so will result in Management hiring someone to do the work, and the Resident will be billed for such work by applying such charges to the Resident's account.
- B. Patios, carport, and surrounding areas must be kept clean and free from clutter. Patio furniture, BBQ grills, trikes, bikes, and golf carts are allowed. However, ladders, paint pails, newspapers, aluminum cans, batteries, etc., are not permitted.
- C. The planting or removal of shrubs or trees must be done with prior written approval of Management. Shrubs, trees, lawn furniture, or lawn ornaments and garden hoses must not interfere with the use of lawn mowers. Shrubs, trees, vines, etc., shall not obscure other Residents' views or be excessive in height or width or brush against neighboring homes. Sketches reflecting new or additional plantings must be submitted to the Management for written approval prior to installation to facilitate both appearance and lawn mowing. No trees may be planted or removed without prior written approval from the Management.
- D. Those Residents who want to mow their own yards are permitted to do so. Lawn mowing contractors shall mow within 6" to 8" of the home. Residents are responsible for close trimming around home and plantings. Lawns shall be kept free of weeds, fertilized, watered, trimmed, and edged. These rules apply not only during occupancy, but during absences as well.
- E. No Resident may water his/her or their lawn with City metered water. Only well water or reclaimed water, where it is available, may be used for irrigation purposes. The Park reserves the right to impose watering restrictions on a pre-scheduled basis should a water ban be imposed by local, state or federal governments.
- F. Each Resident is responsible for effective extermination of his/her or their space to guard against the spread of infestation of fungus, insects, mice and other vermin.
- G. Yards and landscaping on a space must be completed within sixty (60) days from the placement of a home thereon and must be properly maintained by the occupant.

New yards or existing yards are to be grass or planted in conformance with a xeriscaping program. No xeriscaping is to be implemented until approved by the Management, with an appropriate drawing and design criteria submitted with approved drought tolerant plants. No stones, concrete or other painted surfaces may be used for yards without written permission from the Management. Sod must be kept healthy and in good state of repair and free of weeds and fungus. Yard ornaments are only permitted with written permission from the Management, after submitting a drawing or specifications for approval. Yard ornaments referred herein include ceramic and other numerous and sundry items and paraphernalia commonly seen in many yards, and sometimes in excessive numbers. These should be limited in number not to exceed four (4) in any one yard.

Vegetable gardens are permitted on the home space provided they conform to specific guidelines:

- (i.) Garden shall not exceed 2' in width and must have approved bordering blocks; length not to exceed length of any one side of the home.
 - (ii.) The garden must be maintained at all times by the Resident and removed entirely when the vegetable growing season is past or the Resident leaves for any extended period of time. Area must be re-sodded.
 - (iii.) Compost piles are not permitted because of health and sanitary reasons. Decaying garbage attracts bacteria, flies, roaches, rats, and other vermin.
- H. Residents must consult Management about the location of underground utilities prior to any digging in excess of six (6) inches in depth
 - I. Flower or window boxes or other attachments fastened to or protruding from the home or utility building are permitted, provided they conform to specific construction plans and have written Management approval prior to installation.
 - J. Washing machines, dryers, refrigerators, freezers, water softeners, etc., are only permitted inside a home, utility room or enclosed porch. No sinks, stoves or other appliances shall be located on the exterior of the home. Compressors for central air conditioners shall be installed in accordance with appropriate governmental ordinances. No rooftop air conditioners are permitted.
 - K. No outdoor laundering, drying lines or other apparatus for the drying of clothes, bathing suits, towels, etc., will be permitted on any space, nor shall any item be left draped or hung on patio, carport, and screen porch or in yards. Drying apparatus of any type is prohibited from installation or use on the exterior of the space. Clothes that are drying must be confined to the interior of the house or utility shed or the Park provided drying areas. No wires may be strung about the property for drying purposes.
 - L. Screened-in areas on the home must be kept clean and neat. Clothes, boxes and junk may not be piled so as to be visible from the street.

- M. No bamboo, reed, matchstick, plastic, or other type of hanging shall be used on or around the exterior of a patio, screen porch, glass room, vinyl room or carport.
- N. Hitches are to be removed from the home or covered by installing a planter box matching the existing skirting. The planter must be attractively planted with landscaping to screen the hitch from view.
- O. No fences, barricades, decorative screening or carport enclosures of any type, which have not been approved in writing by Management, are permitted in the Park.
- P. The throwing or placing of garbage, refuse, trash, or any other matter into the canals, lakes or waterways, within or abutting the Park, is strictly prohibited. All garbage, trash, leaves, grass and the like must be placed at the street side in front of the home no earlier than 6:00 p.m. on the day prior to the scheduled pick-up. All receptacles are to be returned to their concealed space by 4:00 p.m. the day of pick-up. A garbage hide or other approved installation must be provided for the shielding from view of garbage cans and other paraphernalia so that it is not visible to your neighbors or from the street. Residents will be responsible to pick up any trash or garbage strewn about by storms or animals.
- Q. Flag poles may be installed with Management approval. Flagpoles must be straight and free from rust.
- R. Replacement of existing antennas by present Residents is permitted, subject to Regulation 31, and shall not be in excess of eight (8) feet above the roof. However, no new antennas will be permitted upon sale of the home without prior Management approval. Antennas must be kept free from rust, be straight and in good repair. Wooden poles are not acceptable.
- S. The mobile home owner shall keep all loose objects and other property items properly secured and stored. In the event of severe weather, the mobile home owner shall be responsible for properly storing and securing all items stored on the lot so that they do not become potential projectiles or a hazard to other mobile homes and mobile home owners in the Park. To the extent possible, the Park recommends that all items that are stored or placed outside the mobile home, be removed and stored inside the mobile home or secured in a location where they are not readily exposed to wind and other effects of adverse weather. The mobile home owner shall be responsible for removing any and all debris on the mobile home lot accumulating as a result of hazardous weather conditions.
- T. In the event of hazardous weather, the mobile home owner shall be responsible for following all evacuation orders from local, state and federal governmental authorities. Please note that the recreational facilities of the Park are not deemed to be storm shelters. As such, the mobile home owners, if required to evacuate, will vacate the Park completely and take up shelter in a properly designated location.

- U. Mobile homes damaged due to hazardous weather conditions, storms, fire or other acts of nature shall immediately be repaired by the mobile home owner. If applicable, all insurance proceeds obtained by the mobile home owner relating to the subject mobile home shall be utilized for the repair, or, if necessary, the removal of same in a timely manner.
- V. Mobile home owners must maintain and trim all small trees and shrubs on their lot at their expense. In the event of threatening weather, all loose branches should be removed so that they do not become hazardous projectiles. In addition, any fallen trees, limbs or debris must immediately be cleaned up and removed by the mobile home owner at the mobile home owner's expense.
- W. In the event the mobile home owner vacates the Park due to damage to the mobile home owner's mobile home, the mobile home owner must return the mobile home lot to its original condition prevent any damage to utility connections and remove all debris.

14. **LIGHTS**

Outside lights shall be a type and installed so that they are not objectionable to neighboring Residents and/or traffic and must receive prior Management approval. If security lights are installed same rules apply but in addition, residents wishing to install lights must get written permission from residents who will be affected by such light before permission for installation can be approved.

15. **REMOVAL OF HOME/ATTACHMENTS -CLEAN-UP**

Any home or structure on the home space or attachment to the home that is damaged beyond repair by fire, storm, deterioration or other phenomenon must be removed from the home space within three (3) months of a written notice from management. If the Resident, Resident's representative, or their heirs or estate fails to remove the home as well as any debris, concrete and/or asphalt as necessary, the home will be removed and the cost of removal and clean-up will be charged to the Resident, Resident's representative, heirs or estate. The space shall be left in a clean and neat condition.

16. **CONTRACTORS PERFORMING WORK IN PARK**

In order to insure that they are properly insured and licensed, all contractors performing work in the Park must be registered with Management and have Management authorization. Authorization will not unreasonably be withheld. It will be the responsibility of the Resident to see that anyone performing work at his/her home has proper authorization from Management prior to soliciting a bid or commencing work. The Association assumes no liability, expressed or implied, for the quality of the work performed by contractors hired by the Resident or for any damages sustained.

17. **REQUESTS FOR MAINTENANCE**

Requests for maintenance, except in cases of emergency, shall be in writing and directed only to the business office.

18. **VEHICLES/DRY STORAGE**

- A. Vehicles left or stored on Americana Cove property must be licensed for the current year. Inoperative vehicles are to be removed within fourteen (14) days of becoming inoperable. Cars may be towed at owner's expense if not removed within ten (10) days of Resident's receipt of Management's written notice of violation.
- B. No parking on street at any time, including the blocking of sidewalks, (Fire Department regulation). Guests may use extra space in a Resident's carport that they are visiting, if carport length is sufficient to prevent the vehicle from protruding into the street. Guests may also use designated extra parking spaces around the Park, or in the recreation hall parking area.
- C. Motor vehicles shall not park or drive on the grass at any time, for any reason.
- D. **SPEED LIMIT** - The speed limit within the Park is fifteen miles per hour (15 MPH) and is the maximum speed allowed. All drivers are required to travel at a lesser speed consistent with prevailing conditions, including but not limited to power outages and when near pedestrians, bicycle traffic or other non-motorized vehicles. Residents are expected to advise their Guests and Visitors that no vehicle shall exceed the speed limit or fail to halt at a stop sign. Persistent offenders will be considered to be in violation of these Rules and Regulations and may be banned from driving vehicles in the Park.
- E. Motorcycles are allowed in the Park as long as noise and speed regulations are observed.
- F. A valid driver's license is required for the operation of any motorized vehicle in the Park, including a golf cart.
- G. All vehicles owned by residents must bear a MAROA decal, placed on the lower inside left side of the front windshield indicating residence in the community. These may be obtained at the business office. Decals must be replaced each time there is a change in the decal color by management. Such decals are to be removed once the resident moves out of the community.
- H. Residents may make minor vehicle repairs in a timely manner in their driveway as long as the area in which those repairs are made is kept neat, clean and orderly at all times. Major repairs such as engine overhauls, transmission overhaul, rear axle overhaul or any form of body repair or painting or restoration may not be performed in the Park.
- I. **Storage**
 - (1.) Storage areas in the Community are available on a first-come, first-served basis. Only one (1) space per household. Only recreational vehicles such as boat trailers, jet skis, motor homes, fifth wheels, box trailers, and pop-ups will be permitted in compounds.

- (ii.) Boats with open cockpits not in excess of twenty-one feet (21') may be stored on the home site (in the carport only and only if space allows for both car and boat). All other boats must be stored either in the Park storage (annual fee required) or outside of the Park facilities.
 - (iii.) Without the written approval of the Management, nothing larger than a pick-up truck, with a cab high shell, will be allowed to park in the carport at the home site.
 - (iv.) Moving trucks or vans may be loaded or unloaded at the home site, but only for such a reasonable time, not to exceed eight (8) hours, as it takes to load or unload said vehicles.
- J.
- (i.) Parking in the north or south boat ramp areas is prohibited, except for vehicles used for bading or unloading boats. No vehicle may be parked in the north or south boat ramp areas for more than twenty-four (24) consecutive hours. **THE BOAT RAMP AREAS ARE NOT FOR STORAGE, OR LONG TERM PARKING OF VEHICLES.**
 - (ii.) No vehicle may be parked for 24 consecutive hours in the public parking areas without signed permission from the manager, and such permission shall be displayed on the front windshield of the vehicle.
 - (iii.) All vehicles that are not parked in approved parking spaces as outlined by white lines in the parking areas, or are parked in the prohibited areas, or are parked for more than twenty-four consecutive (24) hours, or are in violation of section 18 (b) of these Rules, without the Manager's permission, are in violation of these Rules and Regulations.

19. **BICYCLES**

Bicycles must observe the fifteen (15) mph. speed limit and all traffic rules. The use of lights is required at night. The use of proper signals is requested to insure safety for all. No bicycle riding on sidewalks is permitted.

20. **PETS**

Residents are allowed to have pets in the community as indicated in the following sections, and as indicated in the "Definitions" section of the Rules and Regulations.

- A. **Dogs** - Dogs are only permitted in the Pet Section of the Community. All dogs must be registered at the Park Office. Such registration shall contain a photo, description (weight, breed, color), and record of current shots. Two (2) dogs per household are permitted. Any one dog must not exceed twenty-five (25) pounds. Dog(s) may be exercised on a leash, under the control of its owner or owner's agent, in the pet section. Each pet owner, or their agent, is responsible for removing their pet's bodily waste. Failure of a Resident to comply with the noise, bodily waste and exercise rules will result in notification from the Management.

Any Resident receiving three (3) written notices from the Management in a twelve (12) month period will result in the pet(s) having to be removed from the Park. All dogs are required to wear an ID tag. Written management approval is required for a new dog to be brought into the Park, even if it is to replace another dog. Note: For purpose of ingress and egress only from the park, dogs may be **TRANSPORTED** without delay, directly along Americana Drive only, between the pet section and the Park exit.

- B. **Cats** - Cats are permitted in the Pet Section of the Community and may be permitted in the non-pet section only if they are totally housebound. All cats must be registered at the Park Office. Such registration shall include a photo, description (weight, breed, color}, record of current shots, proof of spaying or neutering. A maximum of two (2) domestic household cats are permitted per household, provided they are confined to the home. At no time is any cat allowed to roam free, and when outside the home must be on a leash at all times. When outside the home, in the pet section, the cat must be on a leash. Failure of a resident to comply with the pet rules will result in written notification from the Management. Any resident receiving three (3) written notices from the Management in a twelve (12) period will result in the pet(s) being removed from the Park.
- C. **Pet Limits** - A total of two (2) pets per household is allowed. One (1) cat and one (1) dog, or two (2) dogs in the pet section. A maximum of two (2) cats, totally housebound, in the non-pet section is allowed.
- D. **Pet Section Map** - The approved Pet Section Map is attached to these Rules and Regulations.
- E. **Complaints** - If three (3) written complaints are received by Management concerning noise, odor, illegal walking, or any other matter concerning pet ownership, within a twelve (12) month period, and Management determines that such complaints are valid and true, the Resident will be asked to remove the pet from the Community within seven (7) days.
- F. **Guests/Invitees** may only bring their pets into the pet section of the park. Residents are responsible for informing invitees of the current Rules and Regulations, and their expected compliance. Sub-lessees may bring pets into the pet section only.

Residents are responsible to ensure that all of the guests overnight visiting pets meet all the requirements and that the guests obey all the rules established for resident pets. A maximum stay of seven (7) days duration per visit is allowed.

Dogs must be registered with the business office upon entering the park.

Certain breeds of dogs shall not be allowed, under any circumstances, including, but not limited to Pit Bulls, Chows, Wolf Hybrids, German Shepherds, Rottweilers, Bulldogs, and Boxers, Doberman Pinschers or any breed of dog trained for hunting or as an attack dog.

Management shall have final determination on the acceptability of any pet entering the park. Excepted from this rule are dogs, such as seeing eye dogs, trained and certified by a recognized authority, to assist disabled or impaired residents and disabled invitees.

- G. Feeding of strays, including cats, birds and wild animals is prohibited.
- H. Exception: Management may, in special circumstances, and with proper documentation, grant reasonable relief from these rules, e.g., compliance with the ADA.

21. SKATEBOARDS, ROLLER SKATES, AND ROLLER BLADES

Roller-skating, rollerblading, and the use of skateboards are not allowed in Americana Cove.

Footnote: Skating is permitted on most city streets, except for the downtown business area. The Pinellas and Freedom Trails (Gandy Bridge) can also be used by in-line skaters.

Fossil Park on MLK Street N. has a skateboard center. Registration is at the Willis S. Johns Recreation Center, near the same location in the 6600 block. (Anyone under the age of 16 is required by law to wear an approved safety helmet.)

22. PROPANE TANKS

No propane tanks shall be permitted in the Park, except for barbecue use.

23. NOISE

No noise that is objectionable to neighbors is permitted at any time, particularly during the nighttime, between the hours of 11:00 p.m. and 7:00 a.m.

24. PARK MAINTENANCE PERSONNEL

Residents shall not request help from any Park employee for personal matters except during such employee's off-duty hours, and should not contact them through the Park business office. The mobile home owners, additional occupants, guests and invitees shall not assault, batter, harass, attack, verbally abuse, argue with and/or physically accost the Park management agents and/or employees. Any violation of this Rule shall be deemed by the Park to be an act which endangers the life, health, safety and peaceful enjoyment of the Park by its residents which may result in eviction from the Park pursuant to Florida Statutes 723.061.

25. RECREATION HALL AND OTHER COMMON AREA FACILITIES

- A. The use of all common facilities is coordinated by the Americana Cove Association (ACA), subject to Article VIII, section 8.1 (u) of the by-laws. Common facilities will include, but not be limited to, the Atrium, Clubhouse, Shuffleboard Courts, and the Swimming Pool. Approval for use of the facilities must be in writing to the ACA Council. Requests for use of the facilities should be done far

enough in advance to allow for publication in the Forecaster calendar. There is no exclusive use of any facility; all common facilities are open to all residents. Regularly occurring events, as published in the Forecaster, have priority. Memorial services will be given priority, without regard to being published in the Forecaster. Individual residents may request use of a facility for a family gathering or similar event. The individual being honored or feted at the event must be a resident of Americana Cove.

- B. All authorized users are responsible for arrangements and rearrangement of table and chairs before and after their function in the main clubhouse and atrium.
- C. Children, when accompanied by a Resident, may use the facilities of the Park, except where expressly prohibited by posted rules.

26. LIABILITY FOR DAMAGE

Personal property, including homes placed on the site, shall be at Resident's risk and the Association shall incur no liability for loss or injury with respect thereto or with respect to any property or persons due to causes including but not limited to, fire, explosion, flood, smoke, water escape, changes in level of underground water table, windstorm, hail, lightning, freeze, aircraft, vehicles (other than those operated by and for the Park), earthquake and insect damage of any nature whatsoever. Residents agree to hold the Association and its agents harmless from any liability arising from injury to person or property caused by any act or omission of the Resident, his family, licensees, invitees, or guests.

27. GARBAGE PICKUP

- A. Garbage pickup shall be made from the street side of each home on Tuesday and Friday morning, except where a holiday shall intervene and the pickup-day(s) may be changed by the Manager. Garbage shall be stored in a plastic bag and placed at curbside.
- B. Garden refuse should be bundled into manageable lots and tied and placed at curbside, separate from the garbage, at the same time as regular garbage pickup.
- C. Used newspapers are to be placed in the recycle bins located at both compounds.
- D. Aluminum cans should be donated for recycling and placed in either compound space provided for cans.

28. BOATS AND BOAT DOCKS

Boat Size and Boat Dock Construction Policy for Residents Who Live on Waterfront Lots

- A. **PURPOSE.** The purpose of this policy is to create a set of reasonable standards for the residents of Americana Cove for their maximum enjoyment and use of the waterfront features of their lot. The intent of these standards is to meet and/or

surpass the Governmental Regulations and codes, and minimize the amount of impact to the surrounding residents, and to create a safe environment for all boaters as well as the residential population at large.

- B. **VESSEL SIZE.** Maximum length for any vessel, on a lot on open water (open water defined as that part of the waterway facing the trees or the golf course) shall be thirty (30) feet. The maximum size of a vessel on the canal portion (canal portion defined as that part of the waterway where homes face homes on the opposite side) shall be twenty four (24) ft. Only one (1) motorized vessel and one (1) non-motorized vessel will be permitted per household, irrespective of whether they occupy a waterfront lot or have docking facilities.
- C. **CONDITION OF VESSEL.** All vessels shall be maintained in operable condition and shall maintain current registration by the State of Florida. There shall be no heavy engine repair or waste disposal within Americana Cove waterways that could negatively impact the water quality within the community.
- D. **DOCKAGE.** All dock construction shall be performed by a Community approved and City of St. Petersburg licensed and insured marine contractor. Materials shall be Marine Grade quality and should be designed and constructed so the Community improvements (i.e., seawalls, drain pipes, services) are not obstructed. Any support piling for the dock or decking shall not be installed any closer than four (4) feet to the seawall for maintenance purposes. No improvements, including but not limited to davits or lift supports shall be anchored to the seawall.

All lift supports shall be perpendicular to the seawall (90 degrees) so that the boat faces lengthways into the waterway. In other words, the boat may not be in a lift that brings it into a position parallel to the seawall.

- E. **MAXIMUM WATERWAY ENCROACHMENT.** The width of any structure or improvement, including but not limited to dock or decking area, floating or stationary, tie poles, and proposed vessel, shall not extend beyond the center fifty percent (50%) of the width of the home site as defined herein. (See also 28 D, F & G.) No portion of the improvement shall encroach upon the imaginary centerline between the adjacent homes. The length of the dock, including landing area structure attached thereto, shall not extend beyond twenty-five percent (25%) of the waterway width from either the improved seawall or the natural shoreline with a maximum length of twenty-four (24) feet, including step-down. A three (3) foot wide walkway may extend for safe access to the rear of a legal vessel beyond the twenty-four (24) foot dock.
- F. **MAXIMUM STANDARDS.**
 - (I) All docks shall be perpendicular to the seawall and include not less than one (1) landing area and shall contain railings on all other sides where a landing has not been installed, except for any area considered an entryway. All docks shall contain rub boards where applicable and shall contain a ladder for emergency egress from the water. Temporary tie

poles shall only be permitted on one side of the dock, including the waterward side. No permanent tie poles will be permitted.

- (ii) No opening through the seawall is permitted for any purpose without the express written consent of the Manager. In any event, no permission will be given for openings below normal posted high tide level.

Note: As there are some spaces in the community, where docks parallel to the seawall will probably not interfere with neighbors, exceptions may be possible. However, application to Management is mandatory for all dock placements. (see 28 G.)

- G. **PERMITTING.** All proposed docks or intended improvements to existing structures shall be submitted with an accompanying plan, showing the placement of the dock, relative to the seawall and the property, and must have written Management approval prior to an application for a City permit.

The adjacent Residents must acknowledge receiving prior notification either, by personal signature or by acknowledging via Certified Mail Return Receipt Requested, that they are aware of the dock construction or improvements, prior to approval of Management.

- H. **VARIANCE.** In the event existing conditions prevent construction of a dock, the resident may petition Management for a variance from these guidelines.
- I. **USE.** The dock and improvements thereto shall be used exclusively by the Resident and Guests. There shall be no commercial ventures operated on or about the Resident's property, and overnight transient dockage is strictly prohibited. Care and sensitivity should be given by the Resident to those adjacent Residents when social gatherings occur so as not to disturb others at any time.
- J. **GRANDFATHERING.** In the event an existing dock or improvement does not comply with the regulations as of the effective date of these Rules and Regulations, they shall be considered Grandfathered. However, in the event the improvement is damaged beyond reasonable repair or requires substantial repair due to age of materials necessitating replacement, the Resident will be responsible for making all improvements in conformity with current government codes as stated in these Rules and Regulations, D. through G.
- K. **UPKEEP OF DOCK.** All docks shall be kept clean, and free of any trash and/or material not related to the use of the dock. This shall not mean that residents cannot place seating on the dock for their or their guests' enjoyment. The intent of this regulation is to maintain a neat appearance of each dock.

29. **BANK OF WATERWAYS**

No construction, improvement or change of any kind shall be made in the area between home space and waterway bank or seawall without the express written permission of Management.

30. **SPRINKLERS**

Above-ground sprinkler systems are allowed provided they do not interfere with lawn mowing.

31. **UTILITIES AND TV SERVICE**

- A. Electric, telephone and cable TV service is available within the Park at the expense of the Resident.
- B. A cable satellite dish, size determined by current industry standards for residential use, may be installed at the home site, for the homeowners use, as directed by, and approved by Management.
- C. Once cable TV and/or a satellite dish has been approved and installed for TV and cable service, any and all existing TV antennas are to be *removed* within six (6) months from the date of installation of the new services.
- D. Solar heating apparatus may be installed; however, their make-up, size and installation must be approved in writing by Management before installation shall commence.

32. **FIREARMS**

The use of firearms, B.B. guns, air rifles or the like is specifically prohibited within the Park.

33. **FISHING**

Fishing in the Park is allowed, subject to all state rules and regulations being followed. However, fishing lines must not be left unattended at any time.

Any unattended lines will be considered as abandoned and seized. Additionally, should a bird or other animal die or be injured as a result of such negligence, the offence will be reported to the appropriate authorities.

Fishing from any part of the seawall or the banks that abut homes, using nets is prohibited.

34. **SAFETY**

Safety of personnel and protection of property must be foremost and primary in everyone's application of the Rules and Regulations as they apply to driving and to any activities involving sporting events.

35. **ENFORCEMENT**

- A. These Rules and Regulations shall be enforced, in accordance with section 1 of these Rules and Regulations, with common sense and compassion. The main consideration shall be to maintain our Park in a reasonable manner and to improve the lifestyle of the Residents.

- B. For the purpose of enforcing vehicle and parking infractions, as per sections 18, 19 and 35 of these Rules and Regulations, only those persons specifically authorized by policy, may issue violation notices.

36. **COMPLAINTS**

Complaints shall be submitted to the Management in writing. Management shall report to the complainant and the Board within thirty (30) days of receipt of the complaint. Complaint forms are available at the business office and guardhouse.

37. **LOT RENTAL AMOUNT**

- A. The mobile home owner shall pay the lot rental amount in full, without any deductions or set-offs, to the Park. Said lot rental amount shall be due and payable on the first day of each month and shall be considered delinquent five (5) days from the date that such lot rental payment was due. A late charge shall be charged for all lot rental payments made later than six (6) days after the lot rental amount is first due. Said late charge, and the method of any increase thereof, is set forth in the Park Prospectus. Non-payment of lot rental amounts shall constitute grounds for termination of the mobile home owner's tenancy with the Park and the mobile home owner's eviction from the Park pursuant to Florida Statutes Chapter 723.
- B. Lot rental amounts are based on a maximum of two (2) persons per home. There will be an additional charge for each person over the two (2) persons staying longer than fifteen (15) consecutive days or thirty (30) days per calendar year. Said additional occupant fee, and the method of any increase thereof, is set forth in the Park Prospectus.
- C. The mobile home owner shall be notified in writing of any increase in the lot rental amount at least ninety (90) days prior to the effective date of such increase.
- D. A return check fee will be charged for any check returned to the Park for any reason whatsoever. Said return check fee will be considered a part of the monthly lot rental amount. The return check fee, and the method of any increase thereof is set forth in the Park Prospectus.
- E. Florida Statutes Chapter 723 governs mobile home tenancies.
- F. Tenancy in this community is based on a twelve (12) consecutive month rental term. The lot rental amount is due for all twelve (12) months of the rental term, whether or not the mobile home or lot is occupied for the entire period.

PART II - BUILDING GUIDE

38. NEW HOME CONSTRUCTION

- A. Only new homes, and used homes no more than three (3) model years old at the time of being located in the Park, may be brought into the Park. Used homes shall meet all applicable current building codes, be in excellent condition and be approved by the Architectural Review Committee (ARC). Residents shall notify Management prior to purchasing a home to be placed on a Park home site. Homes moved into the Park shall be a minimum of seven hundred and twenty (720) square feet on manufacturer's frame. Each Resident (or Resident's Agent) is responsible for the submission of complete plans and permits for the anticipated installation, showing compliance with the Park's specifications, City of St. Petersburg building and zoning codes, and any other restrictions by any governmental authority having jurisdiction over the Park, including FEMA. Any changes to the original park approved plans will need to be resubmitted and passed by the ARC.
- B. Residents replacing their present dwellings with new current model year homes are subject to all the same provisions applicable to the placement of new homes as defined and promulgated in these Rules and Regulations, or the bylaws or other legal documentation.
- C. All plans must be approved by Management prior to commencement of any work.
- D. No home shall be placed so as to interfere/obstruct utility easements.

39. HOME LICENSE AND COMPLIANCE

- A. Residents shall be responsible for maintaining compliance with all applicable state and local laws for the home and accessory buildings.
- B. All mobile homes shall have displayed the mobile home decal for the current year that is issued by the State of Florida. It shall be deemed a violation of these Rules and Regulations for a mobile home located in the community not to have a mobile home decal for the current year appropriately displayed.

40. ADDITIONAL INSTALLATIONS AND BUILDING PERMITS

All accessory buildings, structures, storage buildings etc. and/or modifications on a home site, including, but not limited to home attachments, driveways, landscaping, or any items that will affect the exterior appearance of the residence, must receive written approval of Management. Prior to any work commencing, a drawing must be approved by the manager, who will issue a Park building permit before a Building permit through the City of St. Petersburg will be issued. A copy of the Building Permit(s) will be kept in the resident's file at the office. Both permits will be displayed on job site to be visible from the street. No structure or building shall exceed the height of the side eave line of the home. To save added expense and inconvenience, always check with Management first when planning any new installations to your space and/or home.

41. **TIE DOWNS AND BLOCKING**

All homes must be anchored with tie-downs in accordance with applicable state, county, city or any other applicable government laws, ordinances and regulations and maintained in a good state of repair.

42. **PERMITS**

As required by City and County Building and Zoning Laws, installation of all structures shall have plot plans approved. Plot plans must also have written approval from Management and a park permit issued prior to application for City permits. Plot plans shall include:

- A. Home site, including accessory buildings.
- B. Utility placement.
- C. Screened-in patios and Florida rooms.
- D. Air conditioning units.
- E. Carport placement.
- F. Garbage hide location.
- G. Setbacks - The normal setbacks for the siting of dwellings are five (5) feet for each sideyard; and for each frontage, except that for lots with waterfront frontage the setback from the seawall shall be fifteen (15) feet, in accordance with City of St. Petersburg code, Chapter 29.220. For aesthetic purposes the street setback suggested by the board is seven (7) feet. The object of this regulation is to ensure that the setbacks required by the City of St. Petersburg are met, and that there is a minimum space of at least ten (10) feet between dwellings, including but not limited to all building attachments, such as carports, sheds etc.

43. **SIDING AND SKIRTING**

All new homes placed in the Park shall have exterior siding and shall be horizontal (aluminum or vinyl) to the bottom of the home. All homes must have skirting of decorative cement block, brick or vinyl. The front skirting of any new home shall be brick or stucco.

44. **SCREENED PORCHES AND ADDITIONS**

All homes, space permitting, may have either a screened porch, a glass room, a vinyl room_(i.e., a room with sliding vinyl panels) or a Florida room, either custom or factory built as part of the permanent structure. It shall be constructed of aluminum sheath, vinyl siding and/or material comparable to that enclosing the home. Management approval is required before installation. Vinyl windows are to be maintained by replacing or repairing when deemed necessary.

45. **DRIVEWAYS**

- A. Existing driveways can be of brick, asphalt or concrete. No other type of surfaces is allowed Prior to the commencement of work management must approve the shade of any driveway that is to be stained. The standard colors are earth tone and green or grey.
- B. New Driveways – must be only of cement or paver blocks.

46. **STEPS**

All steps to new homes or replacement steps will be of concrete or block. No plastic, wood or metal steps may be installed.

PART III

47. **POSTED RULES AND REGULATIONS**

- A. The official bulletin board of MAROA, dba Americana Cove, shall be the bulletin board near the main entrance to the clubhouse, and designated as such at the site.
- B. All Rules and Regulations relating to the use of facilities are posted at the facility. These revised Rules and Regulations take the place of the Rules and Regulations published which became effective on January 1, 2009.



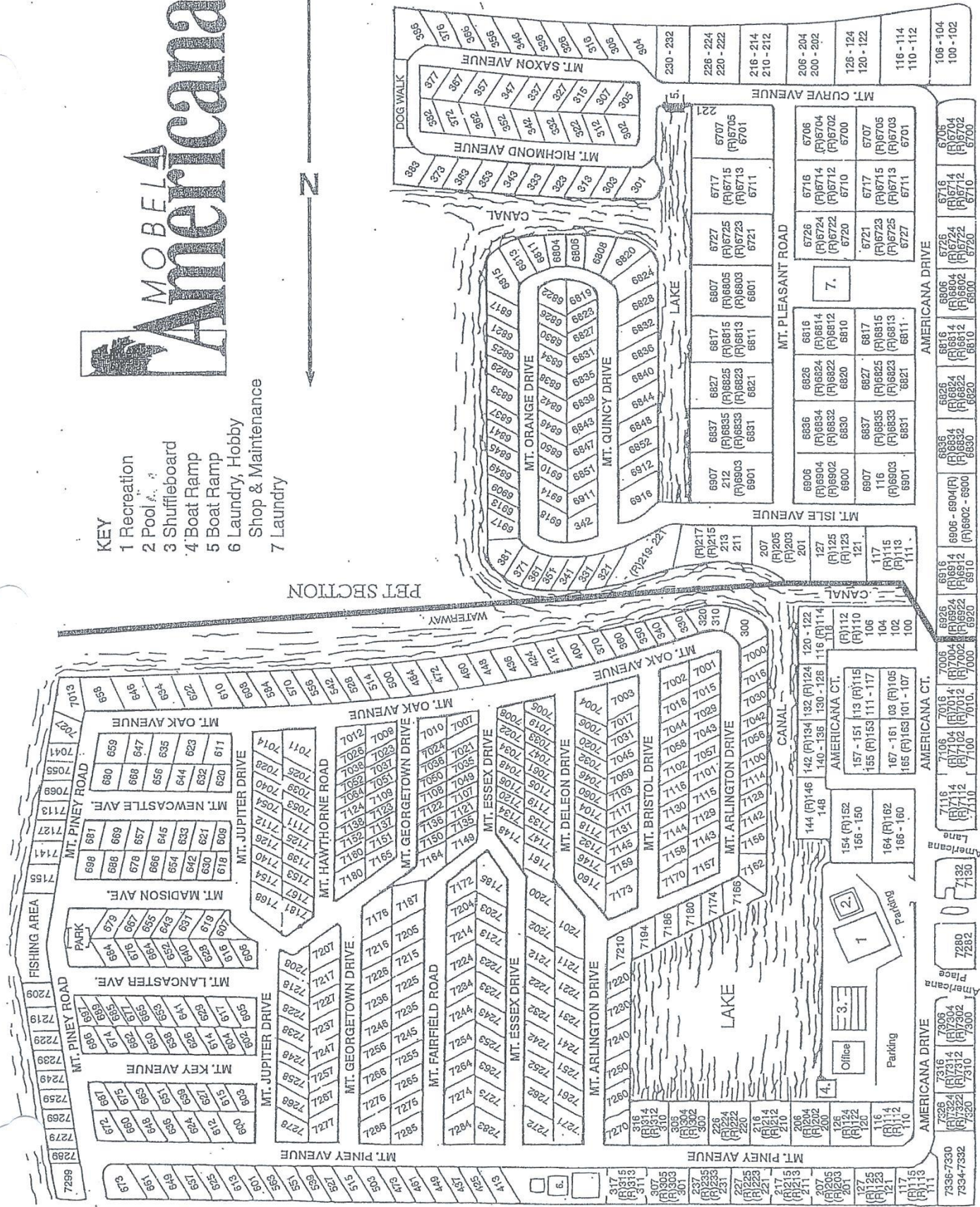
MOBEL Americana

KEY

- 1 Recreation
- 2 Pool
- 3 Shuffleboard
- 4 Boat Ramp
- 5 Boat Ramp
- 6 Laundry, Hobby
- 7 Shop & Maintenance
- 8 Laundry



PRT SECTION



1st Street North

Americana Lane

Americana Place

Americana Drive