

**EXHIBIT B**  
**RULES AND REGULATIONS**

**WELCOME  
TO  
WALDEN SHORES**

Please Read This Paper Carefully and Abide By Its Contents.

All reasonable means have been taken to insure that your residency here is pleasant and enjoyable. This property is privately owned and we are required by law to abide by certain standards: Many of our rules and regulations are based on what is required of us by law; the remainder are published to additionally protect life, property, privacy and pleasant environment.

Your consideration and courtesy to others, plus your cooperation in maintaining an attractive home, will help us maintain the high standards of this Park.

The following rules and regulations are enforced to perpetuate the pleasant atmosphere associated with mobile home living, to protect the property rights of all concerned and to maintain the appearance and reputation of the Park. The Park Owner reserves the right to amend the rules, from time to time, to achieve those purposes and to terminate the tenancy of any resident, in accordance with 723.061 F.S., who disregards the rules and regulations.

**ARTICLE I. ACCEPTANCE**

A. All applicants for Park admittance must be considered desirable and compatible with other residents of the Park, in order to be approved for admittance.

B. The right is reserved to refuse admittance to any prospective resident on the basis of criteria established to determine the background, character and financial responsibility of prospective residents. The failure of any prospective resident to provide general background information, personal references, and proof of financial responsibility shall be deemed a cause for refusal of admittance. The Park Owner, or his authorized representative, is sole judge of the existence of any improper action.

**ARTICLE II. THE MOBILE HOME**

A. Mobile homes shall be attractively maintained by the resident and shall comply with all applicable laws, ordinances and regulations of the state, county, city, township and Park, as from time to time amended.

B. Delivery or removal of a mobile home can only be made during favorable weather conditions and during reasonable hours established by the Park manager. All such deliveries and

removals must be coordinated with the Park manager.

- C. All mobile homes shall be adequately insured for liability.
- D. Fences, including decorative type fences, of any kind will not be allowed, except where an unusual need exists and then only with written approval of the Park Owner.
- E. As a condition of each mobile home owner's occupancy in the Park, the improvements required in Article VI of the Prospectus must be installed on the lot at the mobile home owner's expense.
- F. All required improvements to the mobile home and lot, as set forth in the Prospectus, must be completed within 45 days after the mobile home has been set in place on the lot. Thereafter, any further improvements or additions must be completed within 45 days after they are started.
- G. All storage or utility rooms must be approved by the Park Owner, in its sole discretion, before placement in the Park, as to size, design, material and placement.
- H. Any and all construction, whatsoever done or cause to be done by the resident, to the exterior of the mobile home or to the mobile home lot, including any changes in the above installations or any improvements or additions, must be first approved, in writing, by the Park Owner, in its sole discretion, as to size, design, material, and placement. Further, such construction must be performed by a Florida licensed contractor carrying appropriate liability and workmen's compensation insurance and must comply with all applicable building codes.
- I. All accessory buildings and modifications on a mobile home lot must receive written approval of the Park Owner prior to applying for a building permit. To save added expense and inconvenience, always check with the Park Owner first when planning any new installations to your lot or mobile home. A building permit must be obtained for any and all structures, storage buildings, etc. No structure or building shall exceed the height of the side eave line of the mobile home.
- J. All utilities must be connected to the proper connections on the mobile home, at a location approved by the Park Owner, and connected by a licensed tradesman. The utility connections must comply with all governmental rules, regulations, ordinances or laws.
- K. No resident shall place a mobile home in the Park without prior written approval from the Park Owner. The mobile home must be approved in writing by the Park Owner and installed in accordance with Park specifications, Park Owner's direction, Park rules and regulations, and applicable government regulations. The Park Owner's approval will not be given unless the mobile home meets the following requirements:
  - 1. It must have been constructed within two years of the time that it is to be moved into the Park.

2. It must have been constructed by a recognized mobile home manufacturer, in compliance with a mobile home building code, which included specifications for electric, plumbing, and heating installation.

3. It must be a new mobile home that has never previously been titled or occupied for any length of time, unless prior written approval is given by the Park Owner.

4. It must have been purchased from a mobile home dealer approved by the Park Owner, which approval, in the Park Owner's sole discretion, may be limited to a particular dealer, including the Park Owner.

L. Each mobile home in the Park must bear a current annual license. Each resident shall, at their cost, comply with all applicable state and local laws for their mobile home and accessory buildings.

### ARTICLE III. MOBILE HOME AND HOMESITE MAINTENANCE

A. Each resident is responsible for the overall appearance of the mobile home and homesite, including periodic washing of the trailer to prevent mildew.

B. Each home and lot must be kept clean, attractive, in good repair and in neat appearance, including front, back and sides. No cans or litter will be permitted to remain on the resident's property or under his mobile home; nor will any condition be allowed to exist that may aid in the breeding of mosquitoes or the creation of unsanitary conditions or fire hazards.

C. Each resident is responsible for lawn maintenance, to include mowing, weeding, watering, trimming shrubs and keeping the yard cleared of all debris. The Park Owner will be responsible for the common areas of the Park.

D. Trees, shrubs and other landscaping may be planted, but only with the Park Owner's approval as to the type and location. No trees may be removed without the prior written consent from the Park Owner. Any damage caused by any resident's planting or removal of trees, shrubs or other landscaping, shall be the liability of the resident.

E. Disposal of sanitary napkins, paper towels, diapers and items made of rubber, cloth, plastic, etc, in mobile home or Park toilets is strictly forbidden. Such items will not dissolve and will therefore clog the sewer lines. Further, do not pour grease down the drains. Repairs necessitated because of violations of this paragraph are at the resident's expense.

F. Clothes lines shall not be permitted anywhere in the Park; except for approved carousel type lines, which must be placed at a location approved by the Park Owner, prior to installation thereof. No drying or hanging of laundry or clothes of any kind or description shall be permitted in the Park, except for on such approved carousel type lines.

G. No items (other than permitted vehicles on resident's driveways) are allowed to be stored on the lawn, patio or driveway. This includes appliances, bottles, cans, cardboard boxes, paper, wood, and furniture; but excludes standard lawn and patio furniture.

H. If a lot is neglected, or if the lawn is not maintained to Park standards, the Park Owner, after giving the resident five days written notice, reserves the right to take over its care and bill the resident for these services, and the mobile home owner shall be responsible for payment of the bill.

I. The resident agrees that the Park Owner and the Park Owner's agents, employees, or other representatives shall have the right of entry onto the lot for purposes of repair and replacement of utilities and protection of the park, at all reasonable times, but not in such manner or at such time as to interfere unreasonably with the resident's quiet enjoyment of the lot. This clause shall not be deemed to be a covenant by the Park Owner, nor be constructed to create an obligation on the part of the Park Owner.

J. There is to be no tampering with utility connections. In case of trouble, notify the utility company. Service may be temporarily disconnected, in which case the Park will be held harmless from any damage, cost or liability.

K. Residents are requested to conserve water. Residents shall comply with all restrictions and regulations of the South Florida Water Management District (or other appropriate governmental authority) regarding watering of lawns and landscaping, washing of cars, and other water uses. All water leaks must be promptly repaired or the Park Owner reserves the right to repair such leak at the home owner's expense.

L. The home owner is responsible for the maintenance and repair of the following: the water lines from the water meter serving the lot to and within the home; the sewer lines, including the in-ground connection, from the connection to and within the home; and the pedestal, breaker box and the electric lines from the meter to and within the mobile home, including utility shed connections and outdoor receptacles.

#### ARTICLE IV. GARBAGE AND TRASH

A. Every resident has a responsibility to help keep the Park clean and neat. Proper disposal of garbage and trash is important to our health.

B. Presently, garbage and trash collection is provided by means of garbage dumpsters. The residents must take their garbage and trash to the appropriate dumpster locations.

C. Tree trimmings, branches and other brush shall be cut in lengths of no longer than three feet, and shall be bundled neatly and bound, before placement in the dumpsters.

D. Burning of leaves, trash or garbage, or other material is strictly forbidden.

E. Garbage may not be placed or stored outside the mobile home or utility shed. Garbage containers must be kept clean and from offensive odors.

#### ARTICLE V. RECREATIONAL FACILITIES

A. A resident and his approved guests, are invited to use the recreational facilities of the Park; provided, the resident and his and your guests abide by the rules concerning them. No guest will be allowed to use the recreational facilities, unless accompanied by the resident they are visiting.

B. The recreational and other common facilities include the following: clubhouse, swimming pool, whirlpool spa, pool house, shuffleboard courts, tennis court, and horseshoe pits.

C. The resident and his guests use the recreational facilities, and any available equipment, at their own risk.

D. No alcoholic beverages will be served or consumed in or near the Park facilities or other common areas of the Park; except at preapproved social activities and management sponsored parties, and then, only in the designated approved areas.

E. The clubhouse shall generally be open seven days a week, during the hours from 9:00 a.m. until sunset. The Park manager may open the clubhouse during other hours within his sole discretion. The swimming pool, whirlpool spa, shuffleboard courts, horseshoe pits, and tennis court shall generally be open seven days a week, during the hours from 9:00 a.m. to sunset. The Park manager may keep any of these facilities open after sunset within his sole discretion.

Any person wishing to use the clubhouse or other facilities during hours other than those specified above must secure approval from the Park manager; which permission may be given at the Park manager's sole discretion. The Park manager reserves the right to close the clubhouse or any other facility to the residents generally during special functions held in the clubhouse or such other facility and approved by the Park manager.

The Park Owner expressly reserves the right to alter the days and hours of operation of the recreational and other common facilities upon ninety (90) days prior written notice to each affected mobile home owner and the board of directors of the homeowners association, if one has been formed. In case of emergency, cleaning or repairs, the facility may be closed.

F. Rules regarding each facility are provided and posted for your safety and convenience in that respective area. The resident and his guests must abide by the posted rules and hours of use for the facility. Use of the recreational facilities is a privilege, and the Park Owner reserves the right to refuse this privilege to any person not complying with the posted rules.

## ARTICLE VI. RESIDENT REQUIREMENTS AND GUESTS

A. This Park is a community intended for persons 55 years old or older and it has facilities and services designed to serve the physical and social needs of such persons. Only persons over the age of eighteen (18) years may reside in the Park. Further, at least one member of each household must be fifty five (55) years of age or older. The age restrictions shall not apply to a resident's guest, if the guest does not stay longer than fifteen (15) consecutive days or thirty (30) total days per year. The Park Owner reserves the right to make exceptions to this rule; provided, however, that at least 80% of the households in the Park are occupied by at least one person 55 years of age or older per household. The Park Owner reserves the right to amend, modify, or repeal the age restriction at any time upon ninety (90) days prior written notice to each affected home owner and the board of directors of the homeowners association, if one has been formed.

B. Each resident is required to acquaint all of his guests with all conditions relating to the use of the Park, and is personally responsible for all actions and conducts of those guests. Each resident shall be liable for any damage caused or contributed to by his guests.

C. Any guest not leaving when requested by the Park Owner shall be reported to the appropriate authorities for trespassing.

D. Each lot in the Park is to be used and occupied by no more than two persons, unless extenuating circumstances exist, and then, only with the prior written approval of the Park Owner.

E. Guests are permitted; however, guests staying longer than fifteen consecutive days or thirty total days per year shall be considered an extra person and the home owner may be charged an additional charge therefor. The continued residency for any guest for a period greater than fifteen consecutive days or thirty total days per year shall be in the sole discretion of the Park Owner.

F. We welcome your children or grandchildren as guests and ask only that their behavior not inconvenience other Park residents. We request that special supervision be given to them and require that children under the age of eighteen not be permitted on the roads, on bicycles, or in or on any of the recreational or other common facilities after sundown, unless accompanied by a resident.

## ARTICLE VII. VEHICLES AND TRAFFIC

A. The speed limit in the Park for all vehicles is fifteen (15) miles per hour. Please cooperate and encourage others to cooperate in observing the speed limit.

B. Residents and their guests are permitted to park their vehicles only in the resident's driveway or in designated areas. Parking is not permitted on the lawns, patios or streets.

C. Only operating and licensed vehicles, owned by the resident or his guests, are allowed

to be parked at the lot.

D. No trailer, recreational vehicle, boat or truck (other than a four wheel passenger truck up to 3/4 ton) may be parked or stored on the lot, driveway or left on the street. Such items shall be stored, if space is available, only in designated areas within the Park, as approved by the Park manager.

E. In compliance with Florida law, bicycles, motor bikes or tricycles are not permitted to be ridden after sundown, unless they are equipped with the proper and legal lighting.

F. Trucks over 3/4 ton are not permitted in the park without the permission of the Park Owner.

G. Maintenance, such as washing and minor upkeep of vehicles is permitted. No oil changes, major repairs or overhauling is permitted on any lot.

H. Only drivers with a valid driver's license may operate a motorized vehicle in the Park.

I. The Park Owner specifically reserves the right to restrict the operation of all delivery transportation or other vehicular traffic within the Park, which the Park Owner deems to be detrimental to the interests of safety and traffic control, the well being of the residents and preservation of the Park grounds and roadways.

J. Motorcycles are permitted in the Park only if street legal and if used as a transportation means in or out of the Park. Any unlicensed vehicle must be approved by the Park Owner. Golf carts are permitted to be used on the Park roadways, provided the operators comply with all applicable traffic rules.

K. All vehicles, boats, boat trailers, and motorcycles must be registered at the Park office, with license plate number, for identification purposes.

#### ARTICLE VIII. CODE OF CONDUCT

A. Noxious or offensive activities which are or may become an annoyance or nuisance to Park residents are prohibited.

B. Public intoxication, disorderly conduct, profane language, boisterous parties, loud singing or talking, or any other loud noises, will not be permitted at any time.

C. Special care regarding disturbing use of TV, radio, stereos, etc., between the hours of 10:00 p.m. and 9:00 a.m. is required. At all times, the volume of radios, TV's, stereos, musical instruments, etc., must be kept low and within the confines of your residence. Please consider your neighbors.

D. No firearms, BB guns, air rifles or any other form of gun or toy which shoots any form of projectile will be permitted. The use or display of firearms is prohibited. The Park Owner will not act as mediator in any neighborhood disagreement or argument.

#### ARTICLE IX. RESPONSIBILITY AND LIABILITY

A. The Park Owner is not responsible for damage, injury or loss by accident, theft, fire, an Act of God or any other cause whatsoever to either the property or person of any resident or guest. The resident agrees to and shall save, hold and keep harmless and indemnify the Park Owner, and his agents, from and for any and all payments, claims and liabilities for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any act or omission by the resident or the resident's guests, licensees, invitees, or for any cause or reason whatsoever arising out of or by reason of the occupancy by the resident or his guest.

B. The Park Owner is not responsible for damage, injury or loss to either the person or property of any resident or guest caused by use of the recreational facilities, or any available equipment, or caused by the negligence of other residents or their guests.

C. All persons who enter or leave the Park do so at their own risk.

D. All personal property, including the home placed on a site, shall be placed in the Park at the occupying resident's risk; and the Park Owner shall not incur any liability for loss of or injury to the same or with respect to any other property or person due to causes including, but not limited to, fire, faulty installation of the home, explosion, flood, smoke, water escape, changes in the level of underground water table(s), windstorm, hail, lightning, aircraft, vehicles (other than those operated by or for the Park Owner), earthquake, and insect damage of any nature whatsoever. Each resident shall indemnify and hold the Park Owner harmless from any and all damages, liabilities, losses, claims, costs and expenses (including attorneys' fees) arising from injury to persons or property caused by an act or omission of the resident or his family, guests, licensees or invitees.

E. Neighborhood disputes are not the concern of the Park Owner. Please respect your neighbor. Personality conflicts are not under the purview of the Park Owner.

F. Residents are responsible for complying with all applicable laws, ordinances and regulations of the city, county, state, or other applicable government agency.

#### ARTICLE X. SELLING, SOLICITING AND SUB-LETTING

A. No peddling, soliciting or commercial enterprise by residents or outside solicitors is allowed in the Park without prior written approval from the Park manager. Please notify the Park manager immediately if any solicitors, without written authority, bother you. Notwithstanding the foregoing, this provision shall not prohibit any resident from canvassing other residents for the purposes described in Section 723.054, Florida Statutes, or any successor thereto.



B. No "For Sale" signs may be posted on the lot or on the exterior of the mobile home. They may be posted only in the interior of the front window of the mobile home and shall not exceed 6" x 12" in size.

C. The Park Owner will not deny the right of any home owner to sell his home within the Park; nor require a home owner to remove the home solely on the basis of the sale thereof. **HOWEVER, HOME OWNERS SELLING THEIR HOMES WITHIN THE PARK CANNOT GUARANTEE PROSPECTIVE BUYERS A SITE IN THE PARK.** The purchaser of a home in the Park shall become a tenant of the Park only on written approval of the Park Owner (such approval may not be unreasonably withheld) and if such purchaser would otherwise qualify with the requirements of entry into the Park. Thus, before any sale is consummated, the prospective purchaser must be screened and approved by the Park Owner, to determine whether or not such purchaser is qualified to become a tenant in the Park.

D. Failure of a purchaser of a home situated within the Park to be qualified as, and to obtain approval to become, a tenant, as provided above, may result in the eviction of the home owner and his home.

E. A home owner may not sublet or assign the lease, or rent the home, to any person without the prior written approval of the Park Owner. Prospective subtenants and assignees of a home must be acceptable and approved in writing by the Park Owner, and must execute a copy of the Rules and Regulations that are then in effect. Each home owner shall be responsible for all violations of those Rules and Regulations by their subtenant or assignee, as though such violations were committed directly by that home owner. The Park Owner shall direct its rent notices, complaints and other notices to the home owner.

F. No home owner shall permit any person to use the home in his absence, without the prior written approval from the Park Owner. Any person receiving such approval shall sign a copy of and abide by the Park's Rules and Regulations, then in effect. Each mobile home owner shall be responsible for all violations of the Park's Rules and Regulations by his licensee, as though such violations were committed directly by the mobile home owner.

G. No Park resident shall use any part of the Park or his address for purpose of negotiation, advertising or sale of any merchandise. Garage or yard sales are not permitted except with the Park Owner's approval.

#### ARTICLE XI. PETS

A. A resident may only keep small birds, tropical fish, and one cat or dog in such resident's home, provided such pets do not constitute a nuisance to other residents in the Park. The Park Owner reserves the right to approve all pets prior to entry into the Park.

B. When any dog or cat which is a pet of a resident dies, the Park Owner reserves the

right to approve any replacement pet.

C. Pets must be kept inside the resident's home, and when outdoors must be on a leash, accompanied by the resident. Pets may not be tied outside and may not be permitted to be loud or bother other residents.

D. Each resident will be responsible for cleaning up, removing and disposing of any waste material deposited in the Park by a resident's pet. Pets may be walked in the Park only on roadways and walking paths. Pets are not allowed at any time in or around the clubhouse or pool areas.

E. Guests may not bring any pets into the Park.

F. Polk County requires that pets be on a leash when outdoors and have all the necessary shots and vaccinations.

G. The Park Owner reserves the right to pick up any pet which is found loose in the Park and turn the pet over to the proper authorities. The cost incurred for the pet's return shall be the pet owner's sole responsibility.

H. The cost of repairing any damage caused by a pet shall be paid by the pet owner.

I. Any resident may be required to permanently remove a pet from the Park, if, in the sole discretion of the Park Owner, the pet constitutes a nuisance, or if this provision is violated.

## ARTICLE XII. MISCELLANEOUS

A. Each resident is responsible for effective extermination measures within their mobile home to guard against the spread or infestation of insects, mice and other vermin.

B. No exterior antennas of any kind, nor satellite dishes shall be permitted, except those which are designed to receive video programming through direct broadcast satellite service or multi-point distribution service or those which are designed to receive over the air broadcast signals from local broadcast television stations and do not extend more than twelve feet above the crest of the roofline. To the extent allowed by federal, state or local law, Management reserves the right to prohibit any specific type of antenna or satellite dish and to regulate the placement of any device. Generally, allowable devices must be installed at the rear of the home or as close to the rear of the home as possible, in the most inconspicuous location possible and must be painted in an appropriate color to match the surrounding environment. Management must give written approval prior to the installation of any antenna or satellite dish.

C. When residents are vacationing or away for an extended period of time, they should leave, at the Park office, a phone number and address where they can be reached in case of an

emergency. Also, the resident should notify the Park Office if permission has been given to another person to use the resident's carport or driveway.

D. Residents shall not mow their lawn or use other power tools on Sunday if the noise generated by the activity can be heard outside the walls of the home.

E. The Prospectus and Lease Agreement, and all requirements, covenants, and terms thereof, are hereby incorporated into these rules by this reference as though set out in full. Each resident agrees to abide by all rules and regulations relating to the use of particular facilities and posted at such facilities or in any other common area of the Park.

F. Any resident or guest using recreational facilities or any other facility of the Park must abide by the rules and regulations posted. The Park Owner reserves the right to bar any person from using the Park facilities.

G. Register all complaints, repair requests and maintenance problems at the Park office. Complaints should be in writing and signed. Only reasonable complaints or infractions of rules and regulations should be reported. The Park Owner shall endeavor to make corrections promptly.

H. The violation of any federal or state law or local ordinance is a violation of these Rules and Regulations.

I. In the event you have called for fire, police, or ambulance assistance, notify the Park manager immediately thereafter.

J. The Park Owner shall have the remedies provided by law, including the right to sue in law or equity in the event the resident breaches any term, condition, covenant or restriction herein. In the event the Park Owner employs an attorney because of the resident's violation of any term, condition, covenant, or restriction herein, the resident agrees to pay the Park owner's attorney's fees and applicable court costs, including appellate proceedings. If the resident is the prevailing party, the resident shall be entitled to a reasonable attorney's fee. No waiver of any breach of any term, condition, covenant or restriction herein shall be taken, or construed to be, the waiver of any other succeeding breach of the same or any term, condition, covenant or restriction herein.

K. The Park Owner reserves the right to add to or alter these rules and regulations, as circumstances require.

L. For purposes of these rules and regulations, the term "resident" shall mean and refer to a home owner and, where applicable, to a home owner's tenants and licensees, and to any other person residing in the Park.

### XIII. EVICTION OR TERMINATION OF RESIDENCE

A. Termination of residency may be for any cause set forth in Section 723.061 of the Florida Statutes. This statute provides that the Park Owner may evict a home owner, occupant or a mobile home on the basis of any of the following reasons.

1. Nonpayment of lot rental amount.
2. Conviction of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of other residents of the mobile home Park.
3. Violation of a Park rule or regulation, the Lease Agreement, or Chapter 723 of the Florida Statutes.
4. Changes in use of the land comprising the Park, or the portion thereof, from which homes are to be evicted, from manufactured home lot rentals to some other use.
5. Failure of the purchaser of a home situated in the Park to be qualified as, and to obtain approval from the Park Owner to become, a tenant.

B. Home owners who wish to terminate their residency by removing the mobile must notify the Park Owner, in writing, thirty (30) days in advance in order that the details of checkout may be completed.

C. Home owners must remove all trash and debris from the lot after removal of the home.

D. Leave your forwarding address and mail instructions with the U. S. Post Office and the Park office.

E. Any equipment, fixture, goods, or other property of the resident not removed by the resident upon the termination of his residency, or upon any quitting, vacating, or abandonment of the premises by the resident, or upon the resident's eviction, shall be considered as abandoned and the Park Owner shall have the right, without any notice to the resident, to sell or otherwise dispose of the same at the expense of the resident and shall not be accountable for any part of the proceeds of such sale, if any.

F. The mobile home owner shall be responsible for any damage caused during the removal process.

IX. SPECIAL EXCEPTIONS

Park Management reserves the exclusive, unrestricted right to grant special exceptions to these Rules and Regulations when, in the exclusive opinion of Park Management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular resident or residents, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other residents of the Park. For example, variances to these Rules and Regulations may be granted by the Park Manager due to space limitations, design considerations, in cases where the intent of a Rule or Regulation is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Park by other residents, or when the basis for the variance is deemed sufficient in the discretion of Park Management.

The undersigned agrees with the provisions of the foregoing rules and regulations and agrees to abide by them.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_