

**- Rules and Regulations  
of  
ENCHANTING ACRES CO-OP, INC.  
A FLORIDA NON-PROFIT CORPORATION**

**March 2022**

Welcome to Enchanting Acres Mobile Home Park. All reasonable means have been taken to ensure your residence is safe, pleasant and enjoyable. This property is privately owned by its members, and we are required by law to abide by certain standards. Many of our rules and regulations are based on what is required by law, the remainder are enforced to additionally protect life, property, and to make life here as enjoyable as possible.

These rules have been established under the authority of the Board of Directors of Enchanting Acres Co-op, Inc., and may be changed, altered, amended, or repealed from time to time to achieve park unity and compliance with Federal, State, and local laws. Copies of these rules and regulations will be given to each member and tenant.

**I. DEFINITIONS**

1. Corporation means Enchanting Acres Co-op, Inc., landlord to both members and tenants.
2. Manager refers to person, firm or corporation employed to enforce the Rules and Regulations and manage the park.
3. Park means Enchanting Acres Mobile Home Park.
4. Board means a group having managerial and supervisory powers (Directors) elected by the members (owners) in the park.
5. Member means the person or persons owning a home (unit) in the park and also has a membership certificate issued by the corporation pursuant to the Articles of Incorporation, Master Form Proprietary Lease, and the Bylaws.
6. Tenant means the owner of a home in the Park who is not a member but occupies a unit (lot) owned by the Corporation. (1 remaining in Park)
7. Renter means an occupant of a home in the Park whether subletting from a Member Or Tenant.
8. Resident means any person occupying a home in the Park, whether member, tenant, or renter or guest.
9. Guest means individuals who are not members, tenants or renters but who are visitors of those listed and enjoy the same facilities/comforts of the park.
10. Unit means a lot with a mobile home attached.

11. Common areas means all the property owned by the corporation that is not conveyed to members by a proprietary lease agreement.

## II. ENTRANCE REQUIREMENTS

1. A prospective member, tenant, and/or renter must complete appropriate park application paperwork which as a minimum will include ID photo, driver's license, proof of age, social security number, references and if applicable passport information. Applicant must be personally interviewed by phone or in person by park management/Board member before occupancy and prior to signing a proprietary lease or rental agreement.
2. Criminal and financial background checks will be conducted. The corporation will charge a \$100(USD)fee for processing both US and Canadian applications. These fees will be paid by the member or tenant renting out the unit. Allow at least 30 days for this administration process. For rentals see III Rental Policy.
3. Enchanting Acres is a 55 and older park. No unit may be owned unless there exists one individual in the family who is 55 years or age or older.
4. The board may reduce the age for new occupants to 45 years of age provided that 85 percent of the units in the park are owned by at least one person 55 years of age or older.
5. An individual under the age of 45 years may not purchase a unit but can inherit (own) a unit. If under 45, that person must comply with all entrance requirements and follow all the park rules and regulations.
6. The Corporation will comply with the provisions of the Fair Housing Act. However, the Corporation can approve or deny access pending the results of the application process.

## III RENTAL POLICY

1. Member/Tenants wanting to rent their unit must first comply with entrance requirements. This is a requirement each and every time a unit is rented. Renters must be approved by management/Board with appropriate ID's, background check and interviewed.
2. Owners may rent their unit for not less than three and no more than four consecutive months in a calendar year. (Those currently renting for periods greater than four consecutive months may continue renewing their rental agreements subject to written management approval)
3. A copy of the rental agreement, signed by both parties and with the rental dates included must be provided to management.

4. A copy of Enchanting Acres Rules and Regulations must be furnished to renters by the homeowner. Copies are available at the office.
5. It is recognized that renters may have complied with all entry requirements by mail and or phone. Renters still must be personally interviewed prior to arrival in the park to insure understanding of the Rules and Regulations, renters must initial their copy.
6. Renters not in compliance with any of these rules and regulations will be notified in writing that they must leave the park. It is the member or tenant's responsibility to avoid such incidents.

#### IV. GENERAL PROVISIONS

1. All members, tenants, renters or overnight visitors must register with the office no later than the next working day after arrival in the park.
2. Members tenants and renters are responsible for conduct of their guests and for informing their guests of all rules and regulations.
3. Guests of residents staying more than fifteen consecutive days, or a maximum of 30 days per calendar year, must have permission of the management. Member Homeowner must be in occupancy of their home when their guests are visiting.
4. No excessive noise will be allowed at any time. The premises will not be used for illegal purposes (drugs) and no annoyances detrimental to the reasonable comfort of the other residents will be tolerated. Residents are requested to please respect the privacy of others by not trespassing on the others' lots. Quiet time in the park is from 11:00pm to 7:00am.
5. Drunkenness and immoral conduct will not be tolerated.
6. Marijuana to include that used for medical reasons is not permitted to be used in common areas.
7. Enchanting Acres Co-op, Inc. is not responsible for any lost or stolen articles or for personal injury or any other damage whatsoever in park.
8. No pets are permitted on the park premises by owners, renters, or guest.
9. No person may own more than one share in the co-op and/or one mobile home in the park. Should an exception be allowed by Board a signed written agreement be provided stating the terms of exception; previous home must be sold in a timely manner (less than 1 year), home for sale cannot be rented, and quarterly reports to the board as to the status if it hasn't sold.
10. Maintenance is payable in advance due on the 1<sup>st</sup> of each month. A late fee of 18% will be assessed if payment is not received by the 10th of the month.

11. The maintenance and rent fee include but is not limited to lawn mowing, city water, sewage, and garbage.
12. The maintenance building is for use by park management. The items therein are not for general resident use. The maintenance grounds contain four use areas:
  - a. Garbage Container
  - b. Recycle Container
  - c. Yard waste
  - d. Overflow parking area for resident's boats, RVs or motor homes. See VIII #9.

Household items such as construction waste, household appliances and furniture are not permitted to be dumped in the common area. They are to be taken to the County Dump or Recycling Center by the owner at their expense. Owners are responsible for their contractor's debris disposal.

#### V. MOBILE HOMES. LOTS AND UTILITIES

1. Mobile homes and or replacements are subject to and must comply with all Florida Statutes and Collier County ordinances and will be placed on each lot as permitted. (See Exhibit B)
2. Skirting must be installed and properly to screen the lower base of the mobile home.
3. Porches, carports and utility rooms are required and must be constructed in compliance with Collier County ordinances and presented to the Architecture Committee which then gives their recommendation/approval to the Board for approval.
4. Each member or tenant is responsible for his/her own utility services from the home to the point of connection (water, sewer, electricity). Beyond that connection is the responsibility of the co-op. No modification, adjustment, repair or maintenance may be initiated beyond the point of connection on any utility lines unless management first approves such activity.
5. Do not tamper with an electric panel. The park is responsible for the panels.
6. The park maintains all underground utilities. Lawns must not be dug up or otherwise disturbed without prior approval of management.
7. The exterior components of a mobile home shall be maintained in a clean condition and appearance (power washing for removal of mold, etc.).
8. Lawn mowing will be done by a contracted service. During the season, landscape care (weed control, planters, flower beds, shrubbery) is the responsibility of the resident.

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During the off season the responsibility falls on the member or tenant or if appropriate, the renter. In the event the landscaping becomes unsightly, management will take pictures and send it along with a letter requesting the landscape be taken care of. If the problem is not corrected or arrangements made with the office within 14 days, the management may hire a contractor to correct the problem. The Corporation will charge the owner a reasonable administration fee plus the cost of the job and use legal means necessary to collect at the owner's expense.

9. Each lot must be neatly maintained and free from litter of bottles, cans, boxes, mattresses, outdoor furniture, or equipment around or under mobile homes and dead shrubbery or trees on the lot.
10. Fruit trees must be picked clean of all fruit before a seasonal resident departs for home. No new Fruit trees are allowed to be planted. No planting of trees or shrubs are allowed on Common area.
11. All trees will be trimmed to a minimum height of three (3) feet from the ground and trimmed so to facilitate lawn mowing and to keep them from obstructing the view or the street from the driveway.
12. Only one "For Sale" or "For Rent" sign may be placed on the home site. The sign shall be no larger than 24" by 24". Political signs should meet the same size requirement, placed near the home and removed after election.
13. Contractor advertising signs may only be posted until work is completed.
14. No permit is required for a video dish or antenna with preferred installation at the rear of the mobile home.
15. Alterations, additions or attachments to the mobile home or its utility lines must be in accordance with Collier County building codes and are subject to Collier County permits and written approval by management. (See Exhibit B)
16. Color approval must be granted by management before painting a home, an addition, driveway, etc.
17. No fence or hedging enclosure shall be erected anywhere on a home site.
18. All Christmas lights and decorations to be removed by the second week of January.
19. If a home is removed from a lot and a new home is not replacing it, the owner is responsible to sod their lot within 1 month after removal.

## VI. RECREATION HALL

1. The recreation hall is open 7 days a week. The hall is locked at night; however, a lock box with a key is available. See management for the code. Please clear code after opening.
2. Any resident wishing to reserve the recreation hall for a private function must receive permission from management.
3. Any person/groups responsible for using the hall is responsible for putting garbage and trash out for the next pickup day and for leaving the hall neat and clean.
4. Children under the age of 18 are prohibited from playing bingo by Florida law.
5. Children under the age of 14 are not permitted in the billiard room unless accompanied by a resident.
6. Tables and chairs in the recreation hall may be loaned to residents on a limited basis with permission of management.
7. Smoking, including electronic cigarettes is not permitted in the hall, pool, shuffle areas.

## VII. VEHICLES AND BOATS

1. Only properly licensed and tagged passenger cars, vans, SUVs, pick ups and boats and trailers are permitted in the park.
2. No commercial vehicles are permitted overnight on mobile home lots.
3. No overnight parking of vehicles or boats on the street is permitted.
4. For purposes of loading and unloading travel trailers, motor homes and RVs may be parked on the street for a time not to exceed 48 hours. These vehicles may not be used as living quarters while they are parked on the street.
5. Campers, motor homes, RVs or other sleep-in type vehicles are not permitted to be hooked up for use anywhere in the park, whether in a resident's driveway, roadway, or maintenance area.
6. The maximum number of vehicles per unit is two.
7. No vehicle or boat repair is permitted on the mobile home lot or in the roadway. The maintenance area is available for this.
8. No parking on the grass.
9. Resident's boats, RVs, or motor homes may be parked in the maintenance area on a space available basis. Contact management. (see Exhibit C)

#### VIII. SPEED LIMIT

1. The park speed limit is ten (10) miles per hour including bikes. Please respect the right of bicyclers and walkers.  
Use lights when walking or bicycling at night.

#### IX. SHUFFLEBOARD COURTS

1. Shuffleboard courts are open to all residents and their guests except on days when shuffleboard tournaments are being held. Shuffleboard equipment is available on a first come first serve basis. The courts are open seven days a week 8:00 am to 11:00 pm.
2. Smoking (including electronic cigarettes) is not permitted around the courts.

#### X. SOLICITING

1. No peddling or commercial soliciting from outside of park is allowed. No commercial enterprise is allowed in the park.

#### XI. WATER

1. City water is provided to each unit.
2. All residents must comply with Collier County ordinances and restrictions regarding use of water outside of the home.
3. Outside water spigots must have a backflow Prevention Valve.
4. The owner is responsible for turning the water to the unit off prior to leaving for the season.

#### XII. SWIMMING POOL

1. The swimming pool is open 7 days a week. Pool hours are from dawn to dusk.
2. The swimming pool is for the use of residents and their guests.
3. A copy of the rules covering the use of the swimming pool is attached as Exhibit A and is also posted in the pool area and are incorporated herein by reference.
4. Smoking (including electronic cigarettes) is not allowed around the pool.

XIII. LAUNDRY DRYING AREA

1. No outside laundry drying shall be permitted on the mobile home porch, carport or lot.
2. A drying area is located on Diamond Lane opposite the swimming pool.

XIV. GENERAL

1. If any provision of these Rules and Regulations be contrary to any law of any jurisdiction in which the Park is located, it shall not apply or be enforced.
2. The Board of Directors has the sole authority to interpret, modify, and enforce these Rules and Regulations.
3. Members or tenant petitions or complaints must be submitted to the Board of Directors in writing, dated and signed by the shareholder or tenant.
4. Swimming Pools Rules: Exhibit A  
Architectural Committee: Exhibit B  
Maintenance Area Parking: Exhibit C

## EXHIBIT A

### SWIMMING POOL RULES

The sign posted at the pool is a summary of the following:

1. The swimming pool is for the use of residents and guest.
2. Children under 12 years of age must be accompanied by at least one adult, over 18 years of age, capable of swimming. Children under 2 years of age are permitted in the pool but must use proper swimming attire (waterproof diaper)
3. Pool users must shower before using the pool.
4. Hair curlers, pins, suntan lotions, creams, etc. must be removed completely before entering pool.
5. Suntan oils, creams, etc. are very destructive to the pool furniture. An underlying towel must be spread to protect the pool furniture.
6. No breakable containers of any type, i.e., drinking glasses, plates, or food containers, shall be taken into the pool or patio area.
7. Inflatable or other type raft, float or toys other than noodles are not permitted in the pool at any time.
8. No diving, jumping, or running.
9. No pets of any type are permitted in pool area at any time or under any circumstances.
10. Proper bathing attire, manufactured for that purpose, shall be worn, in the pool, at, all times.
11. No cut-offs are permitted.
12. Pool users should recognize that they are in the immediate vicinity of private residences and keep noise and commotion to a reasonable level.
13. Operation of a radio, record players, tape recorders, etc. is prohibited in the swimming pool and patio area.
14. Persons having open cuts, sores or a communicable disease are not permitted in the pool.
15. Smoking (to include electronic cigarettes) is not permitted in the pool area.

EXHIBIT B  
ARCHITECTURAL COMMITTEE

An Architectural Committee may be appointed by the Board and its members, will consist of Park Manager, up to two board members and up to 3 additional non board members. This committee will operate under the supervision of the Board and will perform, but not limited to, the following duties.

1. Inspect homes in park to assure compliance as defined in the By- Laws and Rules and Regulations.
2. Inspect homes that are for sale to assure the exterior meets By- Laws and Rules and Regulations before the park will allow the sale. Repairs may be made by seller or buyer agrees to make necessary repairs in a timely fashion as per agreement with Board of Directors.
3. Plans for a new home or alterations, additions or attachment to an existing home must be submitted to Architectural Committee for review to include the following:
  - a. Plot Plan showing where the house is to be placed on the lot including elevation of new home, elevation of existing home on each side and elevation of street where new driveway meets the street.
  - b. Drainage plan showing all rainwater, will be kept on lot and will not run off on adjoining property.
  - c. Time frame (schedule) for construction. Demolition will not be allowed until new house is ready to set. Once the home is set and tied down, one month shall be given to complete all additional work, ie; stairs, skirting, carport, driveway, storage building, etc. A fine of \$100 a day will be assessed, to the builder, for every day this work is not completed. Adjoining properties should not have to endure drawn out disruption to their enjoyment of their property.
  - d. Silt fencing will be installed around the perimeter of construction site to minimize dirt blowing around the park. House slab, carport concrete and driveway will be poured in a timely fashion to minimize tracking sand onto existing streets.
  - e. Sod must be installed as soon as possible to prevent dirt from blowing and erosion.
  - f. Electricity, sewer, and water are provided to site. Any expenses to move any utility is to be paid by the contractor or homeowner.
  - g. Every two weeks a progress update must be provided by homeowner to management.
  - h. A Porta Potty will be provided by the contractor on site for the duration of project.
  - i. The contractor will provide the co-op with an insurance certificate listing Enchanting Acres as additional insured. All sub-contractors will also be required to provide the same insurance paperwork.
  - j. The contractor shall repair any and all damaged caused by them in the transport and set up of the new home to all infrastructure, including but not limited to: our sewer system, domestic water systems, electrical systems, roadway and landscaping.

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## EXHIBIT C

### MAINTENANCE AREA PARKING

1. All residents must register their vehicle with the office manager, fill out the form and obtain parking pass before going to the lot. Parking passes need to be displayed.
2. Overnight parking for residents' guest will be allowed, if there is room. Guests need to register their vehicle.
3. Parking will be on a first come first serve basis.
4. No commercial vehicles will be allowed.
5. All residents' vehicles: car, truck, boats and other watercraft on trailers, SUV, motorhome, campers, and trailers will be allowed.
6. All Vehicle must have current license plates and be roadworthy.
7. Each resident is responsible for their vehicle and all damages created by the resident's vehicle.  
Enchanting Acres will not be responsible for residents' vehicle, or any damage caused by residents' vehicles.