

**TANGLEWOOD
RULES AND REGULATIONS**

WITNESSETH:

WHEREAS, Community Owner is the owner of certain real property in Highlands County, Florida, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future Resident and shall apply to and bind every present and future Resident of said property, their heirs, successors and assigns.

THEREFORE, Community Owner hereby declares that the Tanglewood shall be used and occupied subject to the covenants, conditions and restrictions hereinafter set forth. Pursuant to the FAIR HOUSING ACT administered by the Department of Housing and Urban Development be advised:

Tanglewood is intended and operated as a retiree Community to provide housing for and occupancy by older persons. For admission into the Community as a Resident, an applicant must be considered desirable, must be compatible with the other residents of the Community, and at least one (1) person fifty-five (55) years of age or older must occupy 80% of the manufactured homes. Applicant must provide copies of birth certificates for each occupant or such other documents which, if presented to the Social Security Administration, would be acceptable to establish age.

Management of this Community offers Equal Housing Opportunities. We do business in accordance with Federal Fair Housing Laws and will not discriminate against any person because of race, color, age, religion, sex, handicap, or national origin in the sale of housing or rental of residential lots; advertising the sale of housing; or financing of housing.

DEFINITIONS:

"HOME OWNER" means a person who owns a manufactured home and rents or leases a lot in the Tanglewood for residential use.

"GUEST" means any person not registered with Management as an approved occupant of a manufactured home within the Community and who is a transient occupant of a manufactured home on Community premises at the invitation of the manufactured Home Owner thereof.

"RESIDENT" means a person entitled under a Rental Agreement to the use and occupancy of residential premises to the exclusion of others. The term includes both tenants and Home Owners.

"MANAGEMENT" means Community Owner and its assigns.

1. OCCUPANCY.

A. Notwithstanding the express policy and intent to the contrary, Community Management reserves the right to accept a resident who is less than 55 years of age but older than 40, as long as at least 80% of the occupied homes in the community are occupied by at least one person 55 years of age or older.

B. Children are not permitted in the Community, except for visitation of not more than fifteen (15) consecutive days or thirty (30) total days per year. The Home Owner will be held responsible for damages caused by visiting children. All children and all guests must be accompanied by a resident in and around all recreation areas at all times and must have a visible guest badge.

C. Guests shall not stay in the Community more than fifteen (15) consecutive days or thirty (30) days in any year without written permission from Community Management. Residents shall be solely responsible for conduct of their guests. Guests must comply with the Community Rules and Regulations.

D. Application for residency: Any person applying for admittance as a Resident of the Community must fill out an application for residency. All prospective residents must be approved by Community Management and must sign a lease agreement prior to taking possession of a manufactured home currently in the Community or moving a manufactured home into the Community. No one other than those executing the lease agreement shall be allowed to reside upon the premises (lot) set forth in the lease agreement without written consent from the Community Manager. The purchase of a resident's home by those who have not executed the lease agreement or obtained written consent from management shall not constitute permission or right for the purchaser (s) to reside within the Community. An application for Residency and credit and criminal check must be completed and approved, a Prospectus delivered and a copy of the Rules and Regulations and a Rental Agreement signed prior to: (i) arrival of the Resident's manufactured home in the community; or (ii) the transfer of title when the home is already in the Community. The Community Manager reserves the right to: (i) refuse to accept further rent and terminate the Rental Agreement of anyone who, after proper notices pursuant to Chapter 723.061, Florida Statutes, fails to comply with these Rules and Regulations and (ii) refuse rental to any applicant.

2. RE-SALE OF MANUFACTURED HOME.

The Home Owner may display one "For Sale" sign, no larger than 12 inches x 12 inches, inside the manufactured home window or screen room. No other signs, except small name signs and appropriate street, directional and traffic control signs approved by Community Management shall be placed or erected on any lot or dwelling.

A Home Owner has the right to sell his manufactured home within the Community or to have the Community sell it for a commission. A prospective home owner must qualify for and obtain prior written approval of Community Management to become a resident of the Community.

A resident intending to make a bona fide sale of his manufactured home or any interest in it shall give to Management notice of such intention, with the name and address of the proposed purchaser, and such other information concerning the purchaser as the Management may require. RESIDENT SHALL DIRECT THE PROSPECTIVE PURCHASER TO MANAGEMENT FOR EXCHANGE OF INFORMATION, INCLUDING THE LOT RENTAL AMOUNT WHICH WILL APPLY AT THE EXPIRATION OF THE SELLER'S LEASE TERM OR AT THE TIME OF THE SALE.

RIGHT OF INSPECTION PRIOR TO APPROVING PROSPECTIVE PURCHASER.
Management shall have the right to inspect the exterior of the manufactured home prior to approving a prospective purchaser. Homes must meet all local code requirements, including electrical and plumbing, but not limited thereto. The purchaser, if approved, shall be required to make any repairs or modifications deemed necessary by Management to improve or upgrade to current community standards. If the manufactured home is more than ten (10) years old, purchaser will be required to furnish Management with a complete home inspection report (including the roof) from an established home inspection firm, which may be used to determine needed repairs or upgrades. If required repairs or upgrades are not made within thirty (30) days of written notice, Management has the right to deny occupancy and require Home Owner to remove the home from the Community.

3. MANUFACTURED HOME MAINTENANCE STANDARDS.

Each home must have the house number (address) displayed thereon in permanently affixed 4" numbers.

Tanglewood manufactured homes must be kept in good repair including siding, roofs, shutters, carports, garages, storage sheds, skirting, sod, landscaping, sprinkler systems, etc. Our Florida climate dictates the exterior of each home be washed twice each year to remove dirt and mildew. Leaking toilets and faucets must be immediately repaired. Broken windows, peeling paint, faded siding, shutters and gutters cause an unsightly appearance and must be promptly corrected. Repainting the exterior of your home requires prior written Management approval.

Failure of Home Owner to perform appropriate corrective maintenance and repair after receipt of written notice shall be in violation of these Rules and Management may, but has no obligation to have necessary work performed, and shall have the right to charge the Home Owner the actual cost and expense incurred for materials, permits, equipment and labor. This amount shall be collectible in the same manner as rent.

4. LOT CARE.

A. **Cleanliness.** Each Home Owner shall be responsible for the maintenance and cleanliness of his lot.

B. **Lawn Care.** Home Owner must mow, trim and edge along walkways, driveways and streets before they become unsightly. Generally, this means mowing when lawn reaches

approximately three inches (3") in height. The object is to keep Home Owner's lawns and the Community looking neat. During the summer months, which is Florida's rainy season, lawns normally need to be mowed about every seven (7) days. When Home Owner leaves the Community for more than a one (1) week period, Home Owner must make arrangements for someone to mow the lawn during his absence. If Home Owner's lawn is not maintained, Management will do the mowing or have it done by an outside contractor and charge Home Owner for the service. This amount shall be collectible in the same manner as rent. It is necessary to control weeds or they will take over and destroy your lawn. If, in the opinion of Management, all or part of Home Owner's lawn needs to be re-sodded, Home Owner will receive written notice from Management to complete this repair within forty-five (45) days at Home Owner's cost. Your automatic irrigation system must be set to comply with state and local irrigation restrictions. **OVER WATERING IS THE MAIN CAUSE OF WEED PROBLEMS.** The Community is within and is a part of the Sun 'n Lake of Sebring Improvement District which provides the drinking water. Rules of the Improvement District do not allow drinking water to be used for yard irrigation.

C. Trees and Shrubs. The planting of trees, shrubbery and flowers is encouraged; however, to protect underground utilities, it is necessary to receive written approval from Management prior to planting. Trees or shrubs and other vegetation must be kept maintained and well groomed at all times and may not be damaged or removed by Home Owner without written permission of Management. Dead trees, or trees and shrubs damaged by high winds, or any other acts of God must be removed by Home Owner within seven (7) days. Trees may only be removed with written permission from Management and for each tree removed, two trees must be replanted. A copy of the tree policy is available at the business office.

D. Property Conditions. No derelict vehicles, unsightly equipment or materials, nor any trash, rubbish, refuse or garbage shall be placed or allowed to accumulate upon any portion of the property. In the event of any violation of this section, Management shall be authorized to remove the objectionable materials or otherwise correct the violation and to charge Home Owner for the actual costs of the services performed. This amount shall be collectible in the same manner as rent.

E. Water Lots. Those Home Owners of lots adjacent to drainage ditches and retention ponds are required to mow and trim, but not plant, the banks of said ditches or retention ponds to prevent unsightliness. There shall be no dumping of clippings or other debris into the water area. Home Owner must leave access through his lot and shall place no obstruction at the rear of the manufactured home so as to allow access in order for park personnel to inspect, maintain and service the area.

F. Yard Lights. Yard Lights must be kept operable and not turned off by Home Owner while Home Owner is away. If yard light is inoperable, Management shall notify Home Owner by mail to repair yard light and if not repaired within thirty (30) days of date of mailing notice, Home Owner authorizes Management to have yard light repaired and to bill Home Owner for this repair. Replacement yard lights must be of the same type and color as are used throughout the Community. This amount shall be collectible in the same manner as rent.

G. Patios. Only standard lawn or patio furniture, will be permitted on patio or lawn. Patios and carports are not to be used for storage of any items, including household furniture, appliances, mopeds, boats, motorcycles, or other motor powered vehicles.

H. Mailboxes. No additional individual mail boxes shall be erected, constructed or maintained upon any lot without the written approval of Management. No newspaper boxes shall be allowed on Home Owners' lots. Replacement mailboxes must be of the same type and color as are used throughout the Community.

I. Fences. No fences of any type may be constructed on any portion of any lot, without the prior written approval of Management.

J. Clothes Drying. No outdoor clothes drying shall be allowed.

K. Antennas and satellite dishes. DO NOT MOUNT THESE ON YOUR ROOF (AS THIS WILL VOID YOUR ROOF WARRANTY) AND DO NOT MOUNT TO THE OUTSIDE WALL OF YOUR HOME. One satellite dish (39.37" or less in diameter) may be erected as permitted by prevailing Federal law. IT IS TO BE INSTALLED AT THE REAR OF YOUR HOME MOUNTED TO THE FASCIA IN SUCH A MANNER AS TO BE NEARLY INVISIBLE FROM THE STREET. If you live on a corner, mount the dish on the rear at the side away from the street. If need be to get better signal quality and reception or if you have rain gutters on the rear of your home, the satellite dish may be mounted on the side fascia at the rear of the home. If you are getting the larger 33" +/- "high definition" dish and do not want to mount it on the fascia, it may be mounted on a metal pole which is put in the ground directly next to the concrete base for your block skirting. The pole height must be such that the dish just peeks over the edge of your roof. The pole should also have a brace which attaches to your fascia. THIS LARGER DISH MAY NOT BE MOUNTED ON A POLE SHORTER THAN DESCRIBED ABOVE. An off-air television antenna must not extend more than two feet (2') above the highest point of the roof. No radio, CB or short-wave antennas are permitted.

L. Destruction of Home. Should the Home Owner's home be destroyed by fire, windstorm, an act of God, or any other means, the Home Owner must remove the salvage from the lot within fifteen (15) days.

5. REMOVAL OF MANUFACTURED HOME. In the event Home Owner intends to move his manufactured home from the community, he must give written notice to Management of that intent at least thirty (30) days prior to the moving date. Prior written permission from Management is required prior to any move of a manufactured home out of the Community. Such move must be made between 8:00 am and 5:00 p.m. so Management may have an inspector present. Only transporters of manufactured homes, properly authorized by governing authorities, are permitted to move homes into or out of the community. Such transporters must provide Management with a certificate of insurance in the amount of \$10,000.00 to insure against damage to Community property. All current charges must be paid in full at the Community office before the home is moved from the Community.

6. SUBLETTING AND RENTING.

Home Owners have the right to sublet their Tanglewood residence for a single six (6) month period once every three (3) years. The prospective sublettee may become a resident of the Community after qualifying pursuant to the requirements of the Community Rules and Regulations, completing the requisite application and being approved in writing by Management. In no event shall the number of permanent occupants exceed that number permitted under the Home Owner's Lot Rental Agreement, Community Rules and Regulations, or any applicable laws. Management may disapprove the prospective sublettee by delivering or mailing notice to the Home Owner within ten (10) days after receipt of the notice of intent to transfer. Any assignment or subletting without Management's written consent shall be void and the Home Owner shall be in violation of the Lot Rental Agreement and these Rules and Regulations and shall subject the manufactured home to eviction pursuant to Chapter 723, Florida Statutes. Management may pursue all remedies available at law or in equity.

7. STRUCTURES.

A. Approval Necessary. No manufactured home addition, storage shed, screen room, Florida room, garage, building, outbuilding, wall, retaining wall, driveway or patio or carport enlargement or other structure of any kind shall be erected, constructed or placed on any lot subsequent to the initial placement and installation of a manufactured home and attendant structures thereon as herein provided, nor shall any alteration, addition, changing, repairing, remodeling or adding to the exterior thereof or to the landscaping be made, unless prior to the commencement of any construction, excavating or other work, plans for such have been submitted in writing for approval and **APPROVED IN WRITING BY MANAGEMENT**. If approved, such construction and/or alteration must be done in conformity with said plans and specifications as approved by Management. Approval of structures is necessary to protect the underground utilities, continuity of Community appearance, and the safety of Community residents. In addition to all other remedies available to it, Management may require Home Owner to remove any unapproved construction or addition at the expense of Home Owner. Please consult with Management before you do any digging, as certain utility and service connections are underground. Cost of repairs for damaged underground services will be assessed to the Home Owner who damages any underground service. All structural changes and concrete enlargements require both written Management approval and a county building permit.

B. Carports and Garages. Each manufactured home shall have installed, as an integral part thereof, a carport or garage conforming in design, color and materials to the manufactured home (exceptions to the requirements of this section may be granted by Management where lot configuration makes the installation of a carport or garage impractical).

C. Storage Buildings. Each manufactured home may have a storage building not exceeding three hundred (300) square feet in area. Any such storage building must be firmly attached to the manufactured home or installed as an integral part of the carport or garage and shall

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not be constructed or erected without the prior written approval of the design by Management and a county building permit.

D. Air Conditioners. Only central air conditioning may be installed in Tanglewood's manufactured homes. Window air conditioning units are allowed in screen rooms so as not to be visible from the street.

E. Window Coverings. No aluminum foil or similar reflective material shall be placed in any window of the manufactured home.

F. Hot Tubs. Hot tubs are permitted only inside screen rooms so as not to be visible from the street.

G. Roof Overs. Roof overs are not permitted; i.e. rubber membrane roofs, aluminum roof, steel roofs, etc. Only fiberglass shingle roofs (like your home came with) are permitted.

8. VEHICLES. Inasmuch as this Community is maintained as a private enterprise, its streets are private, and not public thoroughfares.

A. Identification Stickers. Residents' vehicles must display a Tanglewood parking sticker at the bottom left corner of the rear window.

B. Number of Vehicles per lot; Parking. Home Owner is permitted a total of two (2) motor vehicles (cars) per lot provided there is adequate space and must park his vehicles on his own lot in such a manner as to not be in the road right of way which extends ten feet (10') from the edge of the asphalt.

C. Golf Carts must have a Tanglewood registration sticker prominently displayed on the rear. Golf carts must be registered at the business office with proof of a liability insurance rider to Home Owner's insurance policy. Golf carts may only be driven by an operator with a valid motor vehicle driver's license. Golf carts operated after dark must have both headlights and tail lights.

D. Vehicles. Only vehicles (cars, pickups, vans, sport utility vehicles) licensed and used for daily personal transportation will be allowed to be parked on manufactured home lots in the Community. Mechanical or other repair of vehicles is not permitted. Vehicles without current licenses and tags, or which are inoperable or in a state of disrepair are not to be stored on the lot or any other area within the Community. Management will ban from the Community any vehicles which, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Community. Vehicles in violation of these rules may be towed away without notice at the Home Owners expense. Home Owners are responsible for their guest's vehicles.

E. Trucks, etc. No business vehicles (trucks, vans, trailers) shall be parked on the properties except while loading or unloading. Except while loading or unloading, no vehicles shall be parked upon the roads, streets, and thoroughfares of this Community.

F. Motorcycles, motorscooters and mopeds will be permitted only if they do not cause a disturbance to others.

G. Boats, Boat Trailers and RV's. No boat or boat trailer shall be located on any lot for a period in excess of seventy-two (72) hours without being used. Travel trailers and motor homes shall not be located on a lot or in the street so as to be used as a short-term residence and may only remain on a lot or the street for a maximum period of twenty-four (24) hours for purposes of loading and/or unloading.

H. Washing Vehicles is permitted subject to any rules or regulations promulgated by any local, state or federal agency.

I. Speed Bumps are installed to control speed. The Community Owner or Management are not responsible for any damage or personal injury caused by speed bumps.

J. Speeding in excess of posted limits is prohibited. All autos, motorcycles, mopeds and any other vehicle must observe the posted speed limits of seventeen (17) miles per hour and obey all "stop signs" or other posted warnings. A FULL STOP must be made at all stop signs. Rules will be strictly enforced as this is for the safety of our residents. Please inform all visiting friends about this speed limit.

K. Bicycles and Pedestrians have the right of way.

9. PETS. A maximum of two (2) household pets is permitted and must be confined to the interior of the home when the Home Owner is not present. All pets must be kept on a leash when outside of resident's home. Droppings must be picked up immediately. No dog houses, dog runs, or fenced pet areas of any kind are permitted. Pets which are noisy and unruly or cause complaints will not be permitted to remain. Only cats, dogs and small birds are permitted. Parrots are not permitted. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, bulldog breeds (including pitbulls), wolf breeds and chows] are not permitted in the Community due to their size and/or aggressive natures.

Tanglewood pet owners can live in harmony with their neighbors by adhering to the following rules which are no more than guidelines for good pet etiquette:

1. When a dog or cat relieves himself, he must be in a common area or on his owner's lawn. A list of pet friendly common areas is available at the business office.
2. Dog and cat owners must pick up after their pets and dispose of the waste with their household garbage or in a designated waste container.
3. Dogs and cats must be on a leash when outside.

4. When on a street, your leashed dog or cat must be kept on the road and close by your side and may not be on any home site other than your own unless invited.
5. Continuous barking will not be tolerated.
6. Pets are not allowed at Management sponsored function, i.e. fire rings, bashes, etc. and are not allowed inside any Tanglewood building.

10. TRASH/GARBAGE. All garbage cans, trash containers and personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Yard trash and cuttings must be put in plastic bags. Limbs must be tied in bundles, none over 3 feet in length. The garbage contractor will pick up trash according to their own schedule. All rubbish and garbage must be securely bagged in plastic bags and placed at street edge on designated days and times of pickup. Waste and refuse shall not be placed curbside for pickup earlier than 7 p.m. of the evening prior to the day of pickup. It is the Home Owner's responsibility to remove any trash the garbage company will not handle and to clean up any scattered or remaining residue resulting from collection. State law requires disposal of motor oil, batteries and tires at approved facilities only.

11. HOME OWNER CONDUCT.

A. No trade, business or profession shall be conducted, nor any commercial use made of any lot.

B. No nuisance shall be allowed nor any use or practice that is a source of annoyance to other residents or interferes with the peaceful enjoyment and proper use of the Community by the residents thereof.

C. No immoral, improper, offensive or unlawful use shall be made of any lot and all valid laws, zoning ordinances and regulations of all governmental bodies which have jurisdiction shall be strictly observed.

D. Each lot is restricted to residential use as a single family residence by Home Owner. Without prior written consent of Management, the premises may not be occupied by more than two (2) persons.

E. Home Owner will be held responsible for their guest's conduct.

F. Illegal drugs will not be permitted.

G. Open fires may not be built on Community property, except in the designated fire pit.

H. Soliciting or peddling is not permitted in this Community, other than Resident solicitation authorized by Chapter 723, Florida Statutes.

I. The use or display of weapons on these premises by Home Owners or guests is prohibited, including firearms, air rifles, slingshots, pellet guns, or any other type weapon.

J. No person shall use his lot or any parts thereof in any manner contrary to these Rules and Regulations.

K. Individual "yard sales" are allowed subject to the written permission of Management as to hours and date of sale and a county permit must be obtained.

12. USE OF COMMON FACILITIES.

Use of the common facilities and storage area are at your own risk. **PLEASE BE CAREFUL!** All persons must use poolside shower before entering pool. No rafts or floats are allowed in pool. No glass containers are allowed in the pool area. Persons wearing swimming attire are not allowed in the clubhouse.

13. LIABILITY FOR DAMAGES.

A. Management shall not be liable for any loss of, or damage or injury to, the person or property of Resident, or any occupant, guest or invitee on the premises, caused by:

1. Any condition of the premises of the Community;
2. Any act, fault, or neglect of any resident or occupant of the Community or any guest or invitee of any resident or occupant of the Community, or of any trespasser;
3. Fire, steam, rain, hail, wind, flood, sewage odors, electrical current, insects, wild animals or any act of God; or
4. Theft or embezzlement, unless any of the foregoing was caused by Community Owner's active or willful misconduct.

Home Owner shall indemnify and hold Management harmless from any loss, cost, damage, or expense arising out of any claim by any person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any occupant of the premises, or of any guest or invitee of any occupant of the premises.

14. INSURANCE. Management does not provide insurance for Home Owner's manufactured home or any of Home Owner's other property located on or about Community property including that located on the leased premises. Home Owner is responsible for obtaining insurance at Home Owner's expense, to cover loss or damage to his manufactured home or personal property.

15. GOVERNING LAW. The Management-Home Owner relationship created by the Rental Agreement shall be governed by the Florida Manufactured Home Act, Chapter 723, Florida Statutes.

16. **DEFAULT AND EVICTION.** Community Owner may evict a manufactured home owner, a manufactured home tenant, a manufactured home occupant, or a manufactured home on one or more of the grounds set forth in Section 723.061, Florida Statutes, including:

- A. Nonpayment of lot rental amount;
- B. Conviction of a violation of a federal or state law or local ordinances, which violation may be deemed detrimental to the health, safety, or welfare of the other residents of the Community;
- C. Violation of a Community Rule or Regulation, the Rental Agreement, or Chapter 723, Florida Statutes;
- D. A change in the use of land comprising the manufactured home community or any portion thereof; or
- E. Failure of the purchaser, prospective tenant, or occupant of a manufactured home in the Community to be qualified and to obtain approval to become a tenant or occupant of the home, such approval being required by these Rules and Regulations.

19. **WAIVER.** No waiver of any default by Home Owner shall be implied from any omission by Management to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent stated in the express waiver. One or more waivers of any covenant, term or condition of the Rental Agreement by Management shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent of Management to any act by Resident requiring Management's consent shall not be deemed to waive or render unnecessary Management's consent to any subsequent similar act by Home Owner. The rights and remedies of Management contained herein are cumulative and shall be in addition to those prescribed by law.

20. **MOVE.** Management retains the right to request that Home Owner move his home to another location within said Community, subject, however, that no less than two (2) weeks prior written notice shall be given to Home owner. Management will be responsible for paying all costs of moving said manufactured home including the connection of all utilities involved. Management agrees that the lot shall not be smaller than the one to be vacated.

21. **ASSIGNMENT OF POWERS.** All or any part of the rights and powers and reservations of Management herein contained may be deeded, conveyed or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Public Records of Highlands County, Florida. However, no assignment of Home Owner's interest may be made without first obtaining written approval from Management.

22. **EASEMENTS.** Management reserves the right to grant, in its sole discretion, easements for ingress and egress, for drainage, utilities service and other similar purposes over, upon and across

the Properties, so long as any said easements do not run under any residences on the lots nor interfere with the intended uses of any portion of the properties. To facilitate the provisions of public services and utilities to the various lots, a continuing, perpetual easement lying five feet (5') on either side of all property lines is hereby reserved.

23. GENERAL PROVISIONS.

A. Management requires that residents comply with the requirements of all governmental agencies, including but not limited to the Department of Motor Vehicles, State of Florida, Highlands County, and HUD.

B. Complaints must be made in writing and submitted to the Community business office. They must be signed and include the Home Owner's address and telephone number. The delivery of written notices required by Chapter 723, Florida Statutes, under the terms of any Rental Agreement or these Rules and Regulations shall be by mailing or delivery of a true copy thereof to the Community Management office as required by Chapter 723, Florida Statutes.

C. Enforcement. Management or its assigns shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Rules and Regulations. Failure by Management or assigns to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorney's fees.

D. Severability. Invalidation of any of these restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

E. Amendments. Management shall have the right at any time to amend these Rules and Regulations to correct scrivener's errors or to clarify any ambiguities determined to exist herein, or to change existing or impose additional restrictions as deemed necessary. Management may from time to time amend the Park Rules and Regulations by modifying or changing any existing rule or regulation or adopting any new rule or regulation; provided, however, Management shall give at least ninety (90) days prior written notice to the Home Owner of such amendment, and provided, further, that no new rule or regulation, except rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety and welfare, shall be enforced by Management prior to the expiration of such ninety (90) day period.

F. Hours of operation of Community facilities are as outlined in your Prospectus but may be changed with ninety (90) days written notice.

G. Right of Entry. Management or its agent may at any reasonable time enter and inspect any building or property subject to the jurisdiction of Management or on or in which the agent or Management believes that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

H. Enforcement. Management shall have the right to enforce the provisions of these Rules by injunctive relief or any other remedy which may be available and, if any such suit is successful, the party defendant shall pay all costs of such suit, including reasonable attorney's fees.

I. Seasonal occupants are requested to notify Management of the period during which the manufactured home is vacant.

J. THE RULES SET FORTH HEREIN SHALL NOT APPLY TO MANAGEMENT OR ITS AGENTS, EMPLOYEES OR ASSIGNS.

24. **SPECIAL EXCEPTIONS:** Community Management reserves the exclusive, unrestricted right to grant special exceptions to these Rules and Regulations when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or waiver of a particular provisions 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 Community. For example, variances to these Rules and Regulations may be granted by the Community Manager due to space limitations, design considerations, in cases where the intent of a Rule is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

THESE RULES AND REGULATIONS SUPERSEDE ALL OTHERS.

IN WITNESS WHEREOF, the undersigned, being the parties herein, have hereunto set their hands and seals this _____ day of _____, 20____.

Signed sealed and delivered
in the presence of:

TANGLEWOOD

By: _____

Agreed to and accepted this _____ day of _____, 20____.

Lessee

Lessee