

**HACIENDA VILLAGE**  
**A Residential Cooperative**

**RULES AND REGULATIONS**

(Effective June 1,2020)

**These Rules and Regulations are applicable only to Chapter 723  
Homeowners in Hacienda Village Mobile Home Park**

1. **DEFINITIONS.** Definitions of terms used in these Rules and Regulations shall be as follows: any terms not defined herein shall have those definitions established by the applicable Florida Statutes, except that when a conflict occurs, then, where permissible, the definitions herein shall prevail.
  - a. **Co-op or Cooperative** – Shall mean Hacienda Village Co-op, Inc., a Florida not-for-profit Corporation, and the Park Owner of Hacienda Village Mobile Home Park.
  - b. **Guest** – A “Guest” is defined as a person whose stay in the Park at the request of a Homeowner does not exceed fifteen (15) consecutive days or thirty (30) total days per calendar year, unless such person has the written permission of the Co-op or unless permitted by a properly promulgated rule or regulation. The spouse of a Homeowner shall not be considered a Guest.
  - c. **Member** – A “Member” or “Shareholder” shall be the person or persons owning a Membership Certificate issued by the Co-op, pursuant to its Articles of Incorporations, Bylaws and Master Form Proprietary Lease.
  - d. **Management** – “Management” shall mean the Co-op Board of Directors and the professional manager and any Management company employed by the Board to manage the Community.

- e. **Homeowner** - “Homeowner” or shall mean a person or persons who own(s) a mobile home and rents or leases a lot or home site from the Co-op, within the Park for Residential use, is governed by Chapter 723, Florida Statutes and is not a Member of the Co-op.
- f. **Resident** – “Resident” or “Residents” shall refer to both Members and Homeowners.
- g. **Lot Rental Amount** – Means the Monthly charge paid to the Co-op by Homeowners, as defined in Section 723.003(2), Florida Statutes.
- h. **Park** – Means Hacienda Village Mobile Home Park, owned, operated by the Co-op, and located in Winter Springs, Florida.
- i. **Unit** – Means a part of the cooperative property, i.e. the Mobile Home Park, which is subject to the exclusive use and possession of the Homeowner. A Unit may be the mobile home and improvements thereon, the lot or land upon which the mobile is located, or the land or lot and mobile home/improvements together.

## 2. MONTHLY PAYMENTS

- a. Payments of all Lot Rental Amounts, Maintenance Fees, mortgages, notes, flex plan amounts, water and sewer fees, lawn fees and other charges are due on a monthly basis.
- b. All Payments should be in the form of a check or money order (no cash payments), and made payable to Hacienda Village Coop, Inc. The lot or Unit number must appear on all checks to insure proper credit.
- c. Payment checks may be placed in deposit boxes located at either the clubhouse or recreation hall.

- d. All payments shall be made on or before the 1<sup>st</sup> of each month in which payment is due. An administrative late charge equal to \$25.00 of each installment of the Lot Rental Amount or Maintenance Fee for Each delinquent installment that the payment is late, will be charged if payment is not received by 4:00 P.M. on the 5<sup>th</sup> day of the month. (Water service is subject to disconnection without further notice on the following business day at the business office.)
- e. If a check is returned from the bank it will be considered late from the first day of the month, and will be subject to the bank's return check charge of \$25.00.
- f. The Management, as provided in Chapter 723, Florida Statutes, may increase the Lot Rental Amount for an extended term by giving Homeowners and each member of the Board of Directors of a duly formed Chapter 723 corporation, if any, notice not less than 90 days prior to the expiration of the Lease term. The increased Lot Rental Amount shall automatically become part of the extended Lease.
- g. There will be no refunds or prorations of Lot Rental Amounts.

### **3. WATER AND SEWER**

- a. Water usage is the responsibility of the Homeowner. If a meter is leaking or not working properly, it must be reported immediately to the office, in order to avoid being charged for the water use shown by the meter.
- b. Water and sewer payments are due by the first (1<sup>st</sup>) day of the month following receipt of bill. **If your payment is not received by 4:00PM on the fifth (5<sup>th</sup>) day of the month at the Park's business office**, it will be considered late. Your water meter will be removed and water service to home will be disconnected.
- c. If water service is disconnected, the Homeowner will be charged a (10.00) reconnect fee before service to home is re-established.

- d. Water meter checks will be conducted upon the Park Owner's request and at the discretion of Management.

#### **4. ADMISSION/55 OR OVER**

Hacienda Village shall be a senior citizens mobile home Park. No permanent Homeowner or occupant shall be under 45 years of age. At least one person 55 years of age or older must be a permanent occupant of each Unit. Hacienda Village Co-op Board of Directors shall have the right to establish hardship exceptions to permit individuals who are more than 45 years of age, but less than 55 years of age, to occupy a Unit to meet situations such as the death of a spouse, family member, or co-occupant, at which time each case will be weighed. In no event shall more than two (2) persons, one of which is 55 or older, permanently reside in the Unit without written consent of the Board of Directors.

All sales and leases shall be subject to the prior approval of the Hacienda Village Co-op Board of Directors to assure compliance with this provision and to assure that no hardship exception shall be granted which will lower the total percentage of such occupied Units to below the (HUD), U.S. Department of Housing and Urban Development requirement, that at least 80% of its occupied Units have at least one occupant who is 55 or older. Persons who became Homeowners of the Park prior to January 20, 1989 shall not be affected by this rule.

Prospective Homeowners must provide photo identification or other acceptable evidence of their birth dates and legal U.S. residency. Credit and criminal background check to meet criteria, will be required and may be checked before admittance. Written approval by the Management must be obtained by the prospective Homeowners prior to moving into the community.

## **5. OTHER RESIDENCY RESTRICTIONS**

- a. No one shall, without the written consent of Management, on such conditions as the Management may prescribe, occupy or use the Unit or permit the same or any part thereof to be occupied or used for any purpose other than as a private dwelling or for any home occupation use permitted under, and subject to compliance with the By-laws of the Co-op, the Rules, applicable zoning law, building code or other rules and regulations of governmental authorities having jurisdiction.
- b. Occupancy by Guest shall be for a period of time not exceeding fifteen (15) consecutive days or (30) total days per year, per Guest, unless a longer period is approved in writing by Management.
- c. No Guests may occupy the Unit unless one or more host Homeowners are then in present occupancy unless consented to in writing by Management.
- d. All applicants for occupancy must complete and deliver to the Coop the approved Application for Occupancy form, duly signed by the prospective occupant(s), together with the application fee.
  1. Primary Purchaser/Occupant must be 55 years of age or older and have a credit score of 650.
  2. Second Purchaser/Occupant must be 45 years of age or older and have a credit score of at least 600.
  3. Income for a couple must be \$2,500.00 per month minimum.
  4. Income for a single person must be \$2,000.00 per month minimum.
- e. The following applicants for occupancy, including guest, shall not be considered or approved for occupancy in the Park:
  1. Persons who are convicted sex offenders.
  2. Persons convicted of a crime against anyone, specifically the elderly.
  3. A Person who has been convicted of any felony within (10) years prior applying for occupancy or registering as a guest.

- f. If a caretaker is needed for either the Primary or Secondary Occupant, the occupant needing a caretaker must have a letter from his/her doctor, specifying said need. The caretaker must be 30 years of age minimum, shall file an Application for Occupancy, and submit said application with the applicable background check fee of \$26.00.
- g. There must be no discrimination relating to a person's race, religion, sexual preference, national origin or disabilities.

## **6. CHILDREN**

- a. Children are not to play in the streets without supervision of the parents or Homeowner.
- b. Construction areas are completely off limits to all children, no matter how minor the construction.
- c. Guests and their hosts are responsible to see that children do not disturb neighbors or abuse property.
- d. Guests and their Hosts will be held financially responsible for damage caused by their child to private or Park property.
- e. In the event that a child is born to, adopted by or is awarded custody to a Homeowner after the execution of a Lease Agreement and the child resides in the Park, Management shall terminate the Homeowners lease in accordance with Section 723.061, Florida Statutes. Subject to the sole discretion of the Board of Directors of the Co-op, the subject Homeowner and child may be allowed to remain on the premises for up to twelve (12) months after the birth, adoption or award of custody of the child.
- f. "Adult" or "Adults" as used hereinafter shall mean 55 years of age or older or other occupants of the mobile home who are 45 years of age or older. Hacienda residence is limited to Adults only.
- g. All rules apply to all visiting children.

## **7. PETS**

- a. **ALL PETS MUST BE APPROVED BY MANAGEMENT.**
- b. Vicious, predatory and aggressive dogs are not permitted. (Such dogs can include, but are not limited to breeds like Akita, American Pit Bull Terrier, American Staffordshire Terrier, Argentinean Dogo, Brazilian Fila, Bullmastiff, Chow, Dobermans, English Bull Terrier, German Sheppard, Mastiff, Mastino Italiana, Rhodesian Ridgeback, Shiba, Staffordshire Bull Terrier, Presa Canarios, Rottweiler, and Toza.) There can be no more than two pets per household.
- c. All Homeowners must comply with applicable leash laws. No animal will be allowed to run freely in the Park or left tied outside. Dogs and cats must be leashed when they are being walked and must not be allowed to trespass on other lots. An Adult must accompany pets when they are being walked. Pets should be controlled by leashes NO longer than 10 feet. Pets should not be allowed to approach anyone unless invited.
- d. Pets will not be allowed to create excessive noise or annoy other neighbors or Homeowners.
- e. Pets that become a public nuisance will be removed.
- f. These rules will be strictly enforced. Failure to comply may result in the removal of the pet from the Park.
- g. Homeowners and Guests are responsible for cleaning up after their own pet on their own lawns or anywhere on the Park.

## **8. SALES AND BUSINESS ACTIVITIES WITHING THE PARK**

- a. All homeowners shall notify Park Management 30 days in advance of any intended sale of your mobile home. Prospective buyers must fill out an Application for Lease, Complete a personal interview, and be approved by Management.
- b. All "For Sale" signs may not exceed 18" by 25" in size and are to be placed on or in the mobile home or planter, not on lawns.

There shall be only one (1) “for Sale” sign displayed on or in each mobile home except that two (2) “For Sale” sign may be displayed on or in the mobile home located on corner lots in the Park. “For Sale” signs may not be homemade.

- c. No business activities will be allowed on the home site.
- d. Management specifically reserves the right to control all peddling, soliciting, selling, delivering, and vehicular or pedestrian traffic within the Park or its common grounds, except as to the rights to canvass and solicit as provided in Florida Statutes.

## **9. RECREATIONAL FACILITIES**

- a. No pets are allowed in the recreational Hall, Clubhouse, or pool areas at any time.
- b. Children under 18 are not permitted in the Recreational Hall or Clubhouse unless accompanied by the Homeowner to whom a key has been issued.
- c. Guests are permitted in the recreation Hall and Clubhouse only when accompanied by a Homeowner.
- d. All activities for the Recreation Hall and Clubhouse must be scheduled and approved by Management. A \$225.00 deposit is required to reserve the Clubhouse or Recreation Hall. The deposit will be refunded if left clean, after satisfaction of Management.
- e. A deposit of \$5.00 is required for each additional facility key a maximum of two (2) keys per household may be issued. Loss of key is to be reported to Management immediately.

## **10. SWIMMING POOLS**

- a. Identification (ID's) will be issued for each permanent Homeowner. Additional ID's for Guests may be obtained at the Park office. A charge of \$1.00 each will be required for 'Guest' ID's. ID's will be worn in plain sight when using pool facilities. Persons not wearing ID's will be asked to leave the pool area.

- b. All pool Guests 16 or under must be accompanied by a Homeowner.
- c. Running on decks is not permitted.
- d. Pushing and unnecessary roughness is not allowed.
- e. Wet bathing suits are not allowed in Clubhouse or Recreation Hall, only in restrooms.
- f. No shorts, cut-offs, or diapers (except for commercially available swimming diapers), will be allowed in the pool.
- g. ALL POSTED RULES AT THE POOLS WILL BE ENFORCED

#### **11. VEHICLES, TRAFFIC AND PARKING**

- a. The maximum speeds permitted are those posted throughout the grounds. The posted speed within the Park is 15 M.P.H.
- b. There is a two (2) car limit per home site, or as many as will fit on the driveway of the home site.
- c. No large trucks over (3/4 ton) will be allowed without approval of Management.
- d. No unlicensed or inoperative vehicles are permitted.
- e. Scooters, motor bikes, and motorcycles are allowed only at the discretion of Management.
- f. RV lot parking is allowed for Homeowners. Short term temporary parking in the RV lot may be authorized for Guests of Homeowners.
- g. Motor vehicles may not be parked on lawns. No cars shall be stored in parking areas. Storage of boats and trailers, campers (trucks) and similar vehicles are not allowed on lot locations at any time.
- h. Parking on the streets except for delivery trucks, service vehicles and visitors, is prohibited. Personal cars must be fully parked on the site's driveway at all times. NO overnight parking on the streets allowed by anyone. Guests may park a vehicle on the street during the day if it does not interfere with traffic flow.

- i. NO MAJOR REPAIRS OR OVERHAULING OF VEHICLES WILL BE ALLOWED WITHIN THE PARK.
  - j. Damage to any surface caused by a vehicle will be the responsibility of the vehicle owner.
  - k. All boats and trailers, campers, (trucks) and similar vehicles are to be registered with the office and stored in the designated storage area.
  - l. All Homeowners must comply with Florida Statutes concerning the operation of mopeds, i.e. all such vehicles will have a license tag and will be operated only by a licensed driver.
- **NOTE:** Cars illegally parked will be removed at the owner's expense, and/or other remedies available by law may be imposed.

## 12. REFUSE

- a. Every Homeowner and Guest has a responsibility to keep the community clean and neat. Proper disposal of garbage and refuse is important to good health. Household refuse must be placed in front of the home the morning of pick-up, **not the night before.**
- b. Only containers with securable lids, designed for trash are permitted.
- c. Any large quantities of debris, such as scrap from construction projects, discarded furniture or appliances, etc. are not considered ordinary trash and must be disposed of at the Homeowners' expense.
- d. Trash originating outside the Park may not be brought into the Park for disposal.
- e. No burning of trash, leaves, or other material is permitted.
- f. On designated pick-up days- garbage, trash, yard waste, and recyclables shall be placed at the roadside in front of each home for pick-up on the morning of the pick-up.

- g. Grass clippings, leaves, and other small items must be bagged. Trimmings from shrubs, tree limbs 6” or less in diameter must be tied in stacks not exceeding 50 pound in weight and no more than 4 feet in length.
- h. Waste oil, used batteries building materials, or vehicle parts are not to be discarded in the recreational (RV) area.
- i. Recreational vehicle (RV) area space occupied by a Homeowner must be kept clean.

### 13. GUESTS

- a. Guests of Homeowners staying in the Unit, if remaining more than one week, must register in advance at the Park office.
- b. Guests are the responsibility of the host Homeowner. Guests must comply with all rules & Regulations as if they were a Homeowner. Any violation committed by Guests will be considered violations committed by the host Homeowner.
- c. Arrangements must be made regarding the storage of any Guests’ vehicle if they are already two (2) vehicles in the Homeowner’s driveway. If the driveway cannot accommodate the Guests’ added vehicles, other arrangements must be made.
- d. No Guests may occupy the mobile home unless one or more homeowners are then in occupancy or unless consented to in writing by the Management. (See Section 5 – c, “Other Residency Restrictions”).
- e. **THERE SHALL BE NO LEASING OR SUBLETTING OF THE MOBILE HOME/UNIT.**

### 14. THE MOBILE HOME

- a. Mobile homes shall be attractively maintained **and kept in good repair**, by the Homeowners, who shall comply with all applicable laws, ordinances and regulations of the State, County, City, and Park.

- b. All mobile homes and personal property must be adequately insured for liability. Boats, motor homes, and other property in storage are not insured by the Park.
- c. Tie-downs and blocking must comply with state, county, city, or any other governmental ordinances.
- d. Awnings or any additions must meet the approval of Management prior to installation.
- e. Window air-conditioners will be acceptable on enclosed porches, so long as such installation or improvement is in compliance with applicable building codes and other provisions of law. Management and the Park's Architectural Review Board shall review each such installation to ensure that such installation is in compliance with existing building codes and other applicable provisions of law. There will be no charge by the Co-op in connection with such installation.
- f. All antennas and satellite dishes must be approved by Park Management prior to installation.
- g. Bottled gas is permitted for use with gas bar-b-ques.
- h. Carports are for automobiles and other approved vehicles, along with items such as bar-b-que grills, lawn furniture and flower pots. Carports are not to be used as storage areas for household items, in boxes or otherwise, which should be stored in closets, cabinets, or commercial storage facilities. Carports shall be kept neat and clean at all times to preserve the attractive appearance of our community.

## **15. THE MOBILE HOME SITE**

- a. The Homeowner is responsible for the overall appearance of the home site. It shall be kept orderly, neat, clean, and free of litter.
- b. Trimming, watering, weeding, fertilizing, and replacement, as well as general care of lawn and shrubs are the responsibility of the Homeowner.

- c. At Management's discretion, home sites, and mobile homes not maintained to satisfactory standards may be corrected, repaired, or maintained by Management. At Management's discretion, the cost of such corrective services shall be paid by the Homeowner.
- d. Except for flowers, additional landscaping and shrubs must be approved by Management as to the type and location due to underground utilities.
- e. Homeowners shall not be permitted to erect fences on or adjacent to their lot. Existing fences may be maintained (painted or stained) but not replaced. All grass and weeds must be cut at the base of the fencing at all times. All fences must be painted in a natural, uniform color. All fences located on a mobile home lot will be removed upon change of ownership of the mobile home. It is the intent of the Management that eventually all fences on mobile home lots in the Park shall be removed.
- f. Only "umbrella" type laundry poles are permitted for laundry hung outside. These must be installed at the rear of the home.
- g. No Vegetable gardens are allowed without the approval of Management.
- h. Lawn care equipment, toys, and tools must be stored in the utility shed when not in use.
- i. Only furniture specifically designed for outside use is allowed outside of home.
- j. You are responsible for your lot. Any site improvement, other than existing improvements provided by Management, shall be at the expense of the Homeowner as approved by Management.
- k. It is up to you to process damage claims where others have caused damage to your home site.

- l. The Hacienda Village Co-op, is not responsible for tree trimming, flower boxes, planting areas or trimming of weeds or grass or lawn mowing around the home or planting areas.
- m. All Homeowners are responsible for maintaining, trimming, and removal, as necessary, of all trees on the homeowner's lot, whether the tree is living, upright, or on the ground. Prior written permission from the Park Management and the City of Winter Springs is required before removal of any tree.
- n. You are not to paint, decorate, or change in any way, the following equipment: electric meters, telephone junction boxes, electric transformers, and light poles.
- o. All utility connections must comply with all governing ordinances.
- p. No rubber goods, sanitary napkins, garbage, cellophane, etc. should be flushed down the toilet. If the services to our home clogs and any of the above mentioned, or similar foreign objects are found, you will be assessed the cost of service repair.
- q. Each Homeowner shall use and occupy his lot in such a way as not to be detrimental to the general health, safety, morals, and welfare of the other Homeowners.
- r. If a home is removed from the site, the Homeowner is responsible for leaving the site cleared of all debris. A \$2,000 refundable deposit is required upon notification of vacating site. This deposit will be refunded only if the site is left clean and ready to be reoccupied by another Homeowner. This includes the removal of the driveway and other structures.

**16. UNIT/LOT BOUNDARIES:** The Unit/Lot boundaries of each Unit/Lot in the Mobile Home Park shall be as follows:

- a. Boundaries abutting streets and driveways in the Mobile Home Park shall be the edge of the street or driveway.

- b. Boundaries between Unit/Lots on the side and to the rear shall be the boundaries currently maintained as of July 18, 1994.
- c. Boundaries not covered under either A or B of this paragraph shall be the boundaries currently observed as of July 18, 1994.
- d. Should any dispute arise over the location of any boundary of a Unit/Lot, the Directors shall determine such boundary by a majority vote of a quorum of the Directors, which determinations shall be final.

## **17. RV Lot Requirements**

- a. You must have your vehicle/ vessel or item registered at the office.
- b. You must have current liability insurance for your vehicle/vessel. Exemptions will apply if vessel does not have any flammable material on, in or attached.
- c. There must be a current plate on the vehicle.
- d. Limit 1 space, 1<sup>st</sup> come 1<sup>st</sup> served.
- e. Only residents of the park may use the lot. Non-residents, family and friends may not park their vehicles or property in your space. Unauthorized Vehicles or Vessels Will be Towed Away at the Owner's Expense.
- f. The property must be registered in a HV homeowner/shareholder name.
- g. Owner must provide office with current tag information upon renewal and upon request. An annual review to ensure compliance will be done in the month of January. Failure to provide within 7 days of request may result in surrender of RV space as determined by the association board.
- h. Owner must maintain the space i.e.: weed and remove trash at all times.
- i. Owner must display your lot number prominently posted in front of vehicle.
- j. Owner will be issued one key to the RV lot, if lost or you fail to return you will be charged the current cost for a replacement. All keys must be surrendered to the office when you no longer have a vessel, space is revoked or you no longer reside in the community. All charges will be placed on your account and due and enforced in the same manner as lot rent or monthly assessment.

- k. If you trade out or change your vehicle/vessel your space may be re-assigned based upon size & type. You must notify management upon change in vehicle/ vessel.
- l. The RV lot is meant for recreational vehicles, campers, trailers and boats. You may park your personal vehicle with a parking permit in your space while your vehicle/vessel is in use temporarily.
- m. If your vehicle/vessel is not in operational condition you will be required to remove it from the lot.
- n. You must be parked only in your assigned space. Failure to stay in your assigned space may result in your space being revoked and vehicle/vessel could be towed.
- o. Your space can be changed or re-assigned to a different space as needed to make room for other vessels/vehicles at the discretion of the board.
- p. No commercial vehicles, trailers or vessels of any kind will be permitted. Commercial vehicles/vessels are defined as any used for commercial purposes, in the course of a business, or including any lettering or advertising of any kind.
- q. There is a monthly fee of \$15.00 up to \$25.00 (depending on size of lot assigned that will be billed to your account and due on the 1<sup>st</sup> of the month, and late after the 5<sup>th</sup> of the month. A \$10.00 late fee will be assessed to your monthly account. Failure to pay within 90 days of due date will result in loss of assigned space. Multiple items can be stored in one space but it would be on an over 20-foot space at \$25. Items must be owned by same resident, no sharing of spaces by two different residents

We cannot hold a space. The owner of the unit must have registration on file at our office and their vehicle/vessel in the RV lot within 30 days of the date the space is assigned. After 30 days space will be re-assigned.

It is essential that the office staff maintains current information, including a description of your vehicle/vessel as well as a contact phone number. This is needed in the event of an emergency which may involve the lot or its surroundings.

## **18. GENERAL RULES AND REGULATIONS**

- a. Homeowners will be held responsible for damage to the property of others and inconveniences caused by them, their family, or Guests.
- b. Loud and annoying parties or language is not allowed at any time. Radios, television, or musical instruments, shall be used so that neighboring Homeowners shall not be disturbed.
- c. Valid complaints are welcomed and should be reported to the Park business office.
- d. Complaints may be registered in one of the following ways:
  - 1. **In writing:** Complaints in writing must be signed and dated.
  - 2. **Telephone calls:** Complaints by phone must be to the Park business office and will be accepted only in case of emergency situation.
  - 3. **Appointments:** Appointments with Park Management for the purpose of discussing problems may be made by phoning the Park Business Office.
- e. All complaints shall remain confidential.
- f. Rule infractions will be brought to the Homeowner's attention in the form of a written notice as part of Management responsibility to the Homeowners.

It is the obligation of each Home owner to read and abide by the Rules and Regulations of HACIENDA VILLAGE CO-OP, INC.

**HACIENDA VILLAGE CO-OP, INC.**

By: \_\_\_\_\_  
Beverly Egan, its President

The undersigned Secretary of Hacienda Village Co-op, Inc., hereby attests that the above Rules and Regulations of the Co-op were duly approved on February 25, 2020.

**HACIENDA VILLAGE CO-OP, INC.**

By: \_\_\_\_\_  
Dennis Eide, its Secretary