

GOLD TREE CO-OP, INC.

A RESIDENTIAL COOPERATIVE

COMMUNITY RULES AND REGULATIONS

Effective Date 05/19/2020

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RULES AND REGULATIONS

PURPOSE: In order to maintain the quality of life we expect to enjoy in our community, and to maintain the value of our investment, these Rules and Regulations have been reviewed and established by the joint efforts of a representative committee of residents and approved by the Gold Tree Co-Op, Inc. Board of Directors.

These Rules and Regulations follow the dictates of common sense, common courtesy and the requirements of Florida law, and must be observed by all residents, tenants of residents, their guests and invitees. These rules will serve their purpose only if every Community resident and Community staff complies and reports violation of these rules by others to management so proper action can be taken to enforce them.

These rules may be changed from time to time to achieve this and other purposes. In accordance with the Florida Statutes Chapters 719 & 723, notice of changes to these rules shall be given at least thirty (30) days (Members) and ninety (90) days (Tenants) prior to the date of implementation of the changes.

If any provision of these rules and regulations be contrary to any law or any jurisdiction in which the community is located, such provision shall not apply or be enforced. However, the other provisions of these rules and regulations shall not be affected and shall continue in full force and effect.

The rules and regulations as presented herein are adopted by the Gold Tree Co-Op Inc. Board of Directors, and supersede and replace all rules and regulations previously in effect.

Legitimate complaints concerning infractions of these rules should be reported, in writing, to the Manager and/or Board of Directors.

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I. DEFINITIONS

1. **Adult** - shall refer to anyone eighteen (18) Years of age or older.
2. **ARC** ("Architectural Review Commitment") – shall refer to the written form (available online or in the office) to add, remove, change or alter the Manufactured Home or Unit.
3. **Board of Directors** - shall mean the current board of directors of GOLD TREE CO-OP, INC., a Florida not-for-profit corporation.
4. **Community** - shall mean Gold Tree Mobile Home Park.
5. **Cooperative Fee or Co-op Fee** shall mean the monthly maintenance fee for common expenses and Reserve Funding paid by the Member of the Corporation in accordance with the maintenance schedule established by the Corporation from time to time, which fee shall be due and payable by the Member on or before the 1st day of each month, and be delinquent after the tenth (10th) day of the month. Delinquent Co-Op fees are subject to a late charge in an amount of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00).
6. **Corporation** - shall mean GOLD TREE CO-OP, INC., a Florida not-for-profit corporation, the owner of the community and Landlord to Members and Tenants.
7. **Management** - shall mean the professional manager employed by the Board of Directors and the Cooperative to manage the Park.
8. **Member Resident** -shall mean the person or persons owning a Membership Certificate ("share") issued by the Corporation pursuant to the Articles of Incorporation and the Bylaws.
9. **Minor** - shall refer to anyone under the age of eighteen (18) years.
10. **Rent fee** – shall mean the monthly Tenant maintenance fee for common expenses paid by the non-member in accordance with the maintenance schedule established by the Corporation from time to time, which fee shall be due and payable by the Tenant on or before the 1st day of each month and be delinquent after the tenth (10th) day of the month. Delinquent Rent fees are subject to a late charge in an amount of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00).
11. **Resident** - shall refer to Members and Tenants.
12. **Sub-Occupant** – Occupant(s) of a Manufactured Home for more than 30 days, who is not a Resident.
13. **Tenant Resident** - shall mean a person who is not a Member but owns their manufactured home which is located on a Unit owned by the Corporation.

14. **Unit** - shall refer to the parcel upon which a Member's manufactured home is located or a parcel upon which a Tenant's manufactured home is located, as said parcels are shown on the Plot Plan which is Exhibit "10" to the Prospectus.

II. MEMBERSHIP IN THE COOPERATIVE

1. The Board of Directors must approve or reject applications for purchase of Membership in the Association. All applicants for Association membership are assessed on financial criteria and background as established by the Board of Directors.
2. The Association reserves the right to require an application fee not to exceed the greater of \$100 or the maximum cost allowed under 719.106(1)(i), Florida Statutes, to defray any cost connected with the screening process. If this fee is determined to be a fee prohibited by 719.106(1)(i), Florida Statutes, it will be refunded. The failure of any prospective Member to provide general background information, personal references and proof of financial responsibility shall be deemed a cause for refusal of membership.
3. The Corporation specifically reserves the right to terminate the tenancy of any Member upon determination by the Corporation that the Member misstated or misrepresented any information on any application or entry forms required by the Corporation prior to admittance as a Resident of the Park and a Member of the Corporation.

III. RESIDENTS AND GUESTS

1. Residents shall not allow any other person or persons to occupy, use, rent, sublet, lease or sublease the home, or any portion thereof, or any portion of the unit, for fee or gratis, without the prior express written consent and approval of Management.

Residents

1. As per the definitions in Section I of this document, "residents" include both Members (shareholders) and Tenants (non-shareholders).
2. It is the intent of the Corporation that Gold Tree Co-Op, Inc. be operated as a retirement community. At least one resident per Unit must be at least fifty-five (55) years of age. Persons under twenty-one (21) years of age are not allowed to reside in the Community.
3. All new Residents must be approved in writing by the Management before any sale of a Unit or manufactured home is consummated. If the manufactured home is sold to someone who is not approved by Management, the home must be moved from the Community at time of sale.
4. Residency Application Process - Before an application for residency can proceed, applicants must complete, sign and date Application Form 2007 – Minimum Requirements, which includes, yet not limited to:
 - Age Requirements
 - Background and Credit Check
 - Animals Restrictions

A meeting for the applicant with the Manager and Member(s) of the Board is to be held in order to receive community documents, have an overview discussion, and receive answers to any questions they might have.

5. Residents are responsible for damages caused to Community facilities by their families or their guests.
6. Minors must be accompanied by an adult when using the Community facilities.
7. Noise, loud and annoying parties are not allowed at any time. Special care regarding the use of TV, radio etc., between 10:00 PM and 8:00 AM is required.
8. Residents should promptly report vandalism of private or Community property to the appropriate governmental authorities and to Management.

Guests

1. Guests are permitted at no additional charge for a period of fifteen (15) consecutive days and not to exceed thirty (30) days per year for said Guests.
2. The continued residency for any Guests for a period of over said time shall be at the sole discretion of the Corporation. The Corporation reserves the right to charge an additional fee for parties staying for additional periods, equal to 15% of the base fee per guest per month or a part thereof, prorated.
3. Residents are responsible for acquainting their guests with the rules and regulations of the Community, and Residents are responsible for their Guests' actions.
4. A long-term guest is any person or persons living in the manufactured home other than the previously approved resident(s) for a period exceeding thirty (30) days.
 - a) Any person(s) exceeding a period of thirty (30) days occupancy are deemed Sub-Occupant(s). All of the residency requirements apply and must be completed, except the financial aspect. The owner of the manufactured home remains responsible for Corporation fees assessed.

IV. THE MANUFACTURED HOME/UNIT

1. No construction by a Resident of any new structure and/or additions to existing structures shall commence prior to Resident submitting the request in writing via an ARC form that includes drawings and specifications to the Management and obtaining written approval to proceed with the construction.
2. Manufactured home tie-downs and blocking must comply with all applicable government laws, ordinances and regulations.
3. Manufactured homes shall be attractively maintained and comply with all applicable laws, ordinances and regulations of federal, state, county, or the Corporation as from time to time amended. Residents planting trees and/or shrubs must submit an ARC request to

Management to avoid damage to underground facilities and for lawn maintenance consideration. The Corporation may impose a fine if a manufactured home unit is not maintained to standards acceptable to the Corporation.

4. In the case of modifications or renovations to any part of a manufactured home's exterior, permission must be obtained before work begins. ARC forms are available at the office or the website. Once the application is approved, the resident engaged in exterior modifications is requested to post the approval letter in a prominent location on the manufactured home/unit.
5. Residents are responsible for the overall appearance of the manufactured home unit. Units shall be kept orderly, neat, clean and free of litter. Watering, pest control, weeding, replacement of lawn by sod or grass seed and general care of the lawn, planters, trees and shrubs are the responsibility of the Resident. Grass cutting is a contracted Corporation maintenance item that is included in the Resident's monthly fee. No lawn shall be mowed before 8:00 AM, and it is requested that no mowing be done on Sunday.
 - Carports may be used for non-commercial passenger motor vehicles, patio furniture, golf carts, bicycles, potted plants, garden hose holders, barbeque grills, garbage cans or water softeners. Free standing storage sheds (only under the carport roof) requires written approval by Management and the Board of Directors via the standard ARC.
 - Exterior Paint changes on any and all surfaces include the manufactured home, shed, trim, driveway or other exterior hard surfaces. The Resident is required to submit an ARC form to Management. The community approved paint palette selections will be approved by Management. Any deviations from the approved palette will require a majority vote by the Board of Directors. Non approved paint changes - the Board of Directors can require that the color be changed at the Resident's cost.
 - Trees, Shrubs and Plants: In accordance with the Gold Tree Co-Op, Inc., "Master Form Occupancy Agreement", each Resident is responsible for the tree(s), bushes, plants and any other items located within the exclusive occupancy entitlement boundaries. The Corporation maintains all trees located at both entrances to the park, around the clubhouse/recreational property as well as common areas outside of the exclusive occupancy of individual units. This maintenance includes periodic trimming, planting and/or removal of trees, shrubs and plants.
6. Water, Electricity, etc.
 - a. Residents are responsible for maintenance of the water lines from the water shutoff valve to the manufactured home and shall keep water valves in the interior of the manufactured home in good state of repair. If the Corporation is called upon to correct any problem, such as clogging in the water lines, which are Residents' responsibility, any of the charges incurred will be assessed to the Resident.

- b. Any clogging of the sewer line from the manufactured home to the main line is the responsibility of the Resident. If the Corporation is called upon to correct any such clogging of the sewer line, any charges incurred will be assessed to the Resident.
- c. Residents are responsible for maintenance and replacement of electric lines from their manufactured home to the meter. The responsibility for any other line shall be the electric company and not the Corporation. Any change in utility service to meet requirements of Resident will be done at Resident's expense.
- d. All Utility connections must comply with all governing ordinances.
- e. The use of water for irrigation is regulated by the county and will be strictly enforced by Management. Potable water is not to be used for irrigation.
- f. Electrical power must be provided for the street light provided on each unit throughout the entire year. The light bulb and light globe are to be white, and unit numbers are to be displayed on the globe facing the road. Both numbers and post are to be black. Numbers are available at the office. When leaving the Community for an extended period, Residents are required to ensure that the light is still functioning in their absence.

7. Other

- a. The storage of boats, trailers, motorcycles, scooters, motor homes and campers are permitted only at the designated off-site storage area. Spaces are limited, please contact Management to make a request and arrangements.
- b. No one is permitted to hang towels, rugs, rags or any wearing apparel on the manufactured home or awnings.

V. REMOVAL OF MANUFACTURED HOME

1. No manufactured home shall be removed without the prior written approval of Management.
2. Any Member intending to remove his or her manufactured home from the Community must give the Corporation thirty (30) days' notice in writing. The Resident vacating their unit and removing their manufactured home must furnish the Corporation with a true copy of the contract for removal of all of the aboveground improvements (the "Removal Contract"), which shall include, but not be limited to, the removal of the manufactured home, carport, storage shed(s), all attachments, skirting, anchors, slab, and steps ("the improvements").
3. The Resident shall remain responsible for the respective monthly fees (monthly charge) until such time as their manufactured home/unit has been either sold or conveyed back to the Corporation, as set forth in the Declaration of Master Form Occupancy Agreement.

VI. COMPLIANCE AND DEFAULT

1. The Corporation reserves the right to terminate the tenancy of any Resident for disregard of Community Rules and Regulations and in accordance with Florida Statutes 719 and 723.

2. The Corporation specifically reserves the right to terminate the tenancy of any Resident upon conviction of said Resident 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 Community.
3. The Corporation specifically reserves the right to terminate the tenancy of any Resident upon determination by the Corporation that the Resident misstated any information on any application or entry forms required by the Corporation prior to admittance as a Resident of the Community.

VII. RECREATION FACILITIES

1. General

- a. Residents shall not bring guest(s) into the community for the sole purpose of using the recreational facilities, with or without the Resident. Community sponsored events that are deemed a "calendar" event or scheduled activity/program are excluded.
- b. Usage of any common facility may be limited to one hour unless no one is waiting or has previously reserved the facility or area. For the protection and safety of all Residents, guests should be registered at the office by the host Resident.
- c. Equipment and facilities are used at your own risk. There is an emergency telephone in the billiards room, a first aid kit in the kitchen, and an automated external defibrillator inside the clubhouse main entrance.
- d. The Corporation reserves the absolute right to terminate the use of alcoholic beverages in the recreation facilities if it is abused.
- e. Residents shall be considerate of the rights of others when using the Community facilities.
- f. When setting up an event, the host group should make every effort to avoid disturbing others using the facilities at that time.
- g. Upon completion of the event, the host group shall leave the facility and equipment in the same condition and location as it was found.
- h. Minors using recreational facilities must be supervised.
- i. Smoking (including but not limited to cigarettes, cigars, pipes, e-cigarettes and medical marijuana) is permitted in designated areas only.

2. Clubhouse

- a. All Residents and their guests may use the clubhouse and other facilities available at no additional cost, except when planning Residents' private group events.
- b. Except for activities which are regularly scheduled, permission must be obtained from Management for the use of the clubhouse.
- c. All chairs, tables or any other equipment in the main hall of the clubhouse are to remain there. Any rearranged equipment for an event shall be promptly returned to its original location after the event. At no time will any such equipment be loaned to any Resident.
- d. Persons wearing swimsuits who enter the clubhouse must wear cover-ups and shoes.
- e. Residents and their guests must be eighteen (18) years of age or older to use the exercise room and its equipment. Keys are available at the Office. Equipment shall be wiped down after use and restored to its designated location.
- f. Residents and their guests must be eighteen (18) years of age or older to use the billiard tables in the Billiards Room. A pool table is available in the main area of the clubhouse for use by those under eighteen (18) years of age, if accompanied by an adult.

3. Clubhouse Reservation Rules

a. General:

- i) The Gold Tree clubhouse is intended for the enjoyment and use of Gold Tree Residents and their guests.
- ii) Permission must be obtained from Management for the use of the clubhouse for group events.
- iii) Residents of Gold Tree must accompany their guests to clubhouse parties and events
- iv) No events may be organized or sponsored by non-Residents.
- v) Advertising Gold Tree events outside the Community, other than by word of mouth, is prohibited.
- vi) The clubhouse maintains regular hours of 6:00 a.m. to 10:00 p.m. Organizers of functions lasting until closing or later are responsible for ensuring that all clubhouse doors are locked.
- vii) Clubhouse cleanup procedures apply to both Community events and Residents' private events. Clubhouse Clean-up Procedures will be provided at the time of the approved Clubhouse Use Request.

- b. Community-sponsored events are not subject to a security deposit, but reservations are required.
- c. Residents' private functions are permitted, subject to availability.
 - i) Reservations must be arranged through the Management via the approved Clubhouse Use Request Policy.
 - ii) A usage fee is payable at the time of application. The fee is refundable when Management determines that everything that was used is in satisfactory condition.
 - iii) Residents' private events may not have exclusive use of the clubhouse. Residents using other portions of the clubhouse during private functions shall be considerate and not interfere with these events.
 - iv) Organizers of Residents' private events must supply all necessary items, including dishes, food and beverages and cleaning supplies. The warming kitchen and appliances may be used.

4. Recreational Courts and Other Outdoor Recreation Facilities (Shuffleboard, Tennis, Bocce, Pickle Ball, Horseshoes, etc.)

- a. There shall be no outdoor games before 8:00 a.m. or after 10:00 PM.
- b. All minors must be accompanied by an adult.
- c. Residents' pre-arranged games take priority over unscheduled games. Residents have priority at pre-arranged games. Unscheduled games for residents and their guests are on a first-come first-served basis.
- d. No pets are allowed in the outdoor recreation areas at any time, with the exception of service animals.

5. Swimming Pool

- a. There is no lifeguard on duty. Residents and their guests use the pool and spa at their own risk.
- b. Pool and spa hours are 6:00 a.m. to 10:00 p.m.
- c. The pool bathing load is 55 persons; the spa bathing load is 6 persons.

- d. All minors must be accompanied and supervised by an adult while in the pool area. Minors must be 16 or older to use the spa.
- e. All swimmers must first use the shower before entering the pool.
- f. Persons requiring diapers must wear SWIM diapers and rubber pants.
- g. Hair that is shoulder length or longer must be tied and pinned up while in the pool or spa.
- h. Food and drink are permitted only at the tables provided. No glass containers are permitted anywhere in the pool and spa areas.
- i. No smoking is permitted at poolside. Smokers are to use the designated area only.
- j. No pets are allowed in the pool or spa area, with the exception of service animals.
- k. No toys of any kind are allowed in the pool.
- l. Running, diving, jumping and roughhousing are prohibited.

VIII. PETS

1. Residents' Pets

- a. Small domestic house pets, not to exceed two (2) pets in number and not to exceed forty-five (45) pounds in combined weight, are permitted in the Community.
- b. It should be noted that certain breeds of dogs (including but not limited to Doberman Pinschers, German Shepherds, Rottweilers, Chows and Pit Bulls or any mix thereof) are not permitted due to their size and/or aggressive natures. Agricultural and wild or exotic animals such as iguanas, snakes, ferrets, etc. are not permitted.
- c. If a Resident seeks a waiver for a pet that is a service or therapy animal, the applicant must provide for Board review a prescription from a medical professional stating the reason for the need and a letter from a veterinarian stating the animal's name, breed, weight, age and general nature. If the Board approves the pet, then "Application 2007 - Pet Medical Exception" must be completed.
- d. Pet owners must comply with all state, county and local laws and Board of Health regulations.
- e. Pets must not be tied unattended outside your home at any time, no matter how short a time it may be. Pets, when outside the manufactured home, must be on a leash no longer than six feet, and under full control of the owner. All droppings must be immediately removed by the Resident. Pet litter must not be buried or covered over; it is to be put in a

suitable closed container and placed in the garbage for trash collection. It is the Resident's responsibility to maintain their unit clean of pet litter at all times.

- f. Do not use your neighbor's lawn for walking your pet.
 - g. No pets are allowed in the recreational areas at any time.
 - h. No dog houses are allowed.
 - i. Pets must not annoy the neighbors. Excessive barking or noise will not be tolerated. Pets must not be left home alone in the Park if they bark, cry, or whine when by themselves.
 - j. If a complaint concerning a pet is made to Management, the Resident owning the pet will receive a warning. If a second complaint is made to the Management concerning the same pet after the warning has been given, the Resident may be required by the Corporation to permanently remove the pet from the Community.
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- 2. Guests' Pets - The Community's pet rules and policies for Residents apply equally to all guests, including relatives of residents.

IX. VEHICLES, TRAFFIC AND TRAILERS

- 1. The speed limit is 15 MPH.
- 2. Pedestrians and bicycles have the right of way.
- 3. No street parking is permitted between 10:00 p.m. and 6:00 a.m.
- 4. Guests remaining overnight must park in a designated guest parking area or off the street in their host's driveway.
- 5. Major automobile repairs are not allowed in the Community.
- 6. **No** unlicensed, unregistered or inoperative vehicles are permitted in the Community or in the designated storage area(s).
- 7. The Corporation reserves the right to restrict the operation of all delivery transportation or other vehicular traffic within the Community which the Corporation deems to be detrimental to the interest of safety and traffic control, the wellbeing of the Residents, and the preservation of the Community grounds and roadways.
- 8. Golf carts: No unlicensed minors are permitted to drive golf carts unless accompanied by a competent adult. Golf carts must be lighted at night.

9. No motor bikes, motor scooters, motorcycles or other powered cycles are allowed in the Park at any time. Guests' motorcycles, motor scooters and other powered cycles are to be parked outside the Park gate in the designated area.
10. Resident-owned motor homes, travel trailers or boats and boat trailers may be parked temporarily (not more than 48 hours) on driveways or the road for the purpose of cleaning, loading and unloading. Extensions must be approved by Management. Such vehicles may be stored on a longer-term basis in the designated storage area, if space is available.
11. The parking pads located throughout the Community are intended for temporary parking only. Temporary parking is defined as less than thirty (30) days.
 - The pads are available on a first-come, first-served basis.
 - At no time are pads to be used as storage.
12. Contact Management for "temporary" (less than one week) on-road parking of trailers, RV's, and boats belonging to guests of residents. The parking pads are not to be used for these purposes.

X. REFUSE

1. Every Resident has a responsibility to help keep the Community clean and neat.
2. Residents will have their own garbage cans of galvanized metal or heavy plastic with tight fitting lids.
3. No burning of trash, leaves or other material is allowed.
4. All grass cutting, leaves, trimmings, etc. are to be placed in plastic bags adequate for pickup. Materials not suitable for plastic bags must be tied and bundled neatly and placed at curbside for pickup on designated days.
5. **All** refuse must be placed in plastic bags, tied and placed at curbside on appropriate pickup days. This includes furnace filters and/or any other filters.
6. Large items such as appliances, flooring or electronics will not be picked up. Contact the office to make arrangements for disposal of such items.
7. The Community has an approved trailer for recyclable materials located at the end of Sunshine Street.

XI. SELLING OR SOLICITING

1. No selling, soliciting, peddling or commercial activities of any kind are permitted within the Community. Management should be notified immediately if this rule is violated.
 - a. Notwithstanding this rule, nothing herein prevents or infringes upon the right of a Member or Tenant from canvassing manufactured home owners for the purposes described in Florida Statute 723 or 719.

- b. No signs (excepting manufactured home "for sale" signs as set forth herein below) of any kind shall be displayed within the Community, or on a Member's manufactured home, without prior written approval of Management.
 - c. General notices and articles for sale may be posted on the clubhouse bulletin board provided for such purpose but are subject to removal at the Board of Director's discretion.
 - d. Individual carport or yard sales are not allowed, with the exception of community-wide sales approved by the Board of Directors.
2. Prior to offering their manufactured home for sale, the Member shall inform Management in writing that the manufactured home is for sale and the price thereof. Manufactured home "For Sale" signs shall be limited to an attractive sign, not to exceed 18" X 24", to be placed inside the manufactured home. No "For Sale" signs are permitted outside within the boundaries of the unit.

XII. RESPONSIBILITIES

1. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft or act of God to any manufactured home or personal property left by the Resident or their guests within the Community boundaries.
2. The Corporation shall not be liable for accident or injury to any person or property through the Resident's use of recreational facilities or their guests. Residents and their guests shall avail themselves of these facilities at their own risk, and they assume liability for any physical damage or personal injury that may be caused by such case.
3. Neighborhood disputes can often be resolved by the parties concerned. Should one (or both) of the parties report the dispute to Management, then the Board of Directors may decide to involve the Corporation's lawyer.

XIII. FIRE, EMERGENCIES AND SAFETY

1. In the event that you have called for fire or police assistance, notify Management as appropriate.
2. It is strongly suggested that Residents give the Management Office a copy of their manufactured home key for safekeeping so that, in the event of an emergency, official first responders are easily able to enter the manufactured home.

XIV. NOTICES

All notices of violation required under these Rules and Regulations shall be in writing and delivered either by hand or by first-class mail to the Resident's Community address. Notice shall be deemed given when mailed and sent certified, if required by statute.

XV. RULES AND REGULATIONS ENFORCEMENT

1. The failure of the Corporation to enforce any of the Rules and Regulations shall not be deemed as a waiver of the right to enforce the Rules and Regulations at a later date. The Corporation shall not be liable for its failure to enforce any rule or regulation.
2. In the event any rule or regulation is held invalid or unenforceable, said invalidity shall not affect the remaining Rules and Regulations.

FINING / SUSPENSION PROCEDURE - Refer to Florida Statue – 719, section 303