

Ariana Shores Community

Park Rules and Regulations

Exhibit 8

These rules and regulations were reviewed, approved, and adopted at a regularly scheduled meeting of the Ariana Shores Board of Directors on Dec. 11, 2019.

All changes shall become effective on Jan. 11, 2020 after being posted on the corporate bulletin board in the clubhouse for 30 days.

Additional changes were made as follows:

January 19, 2022 – Page 12 – Removed “All sales shall be facilitated by the corporate attorney”.

March 10, 2023 – Page 9 – Added Item #4

March 29, 2023 – Page 9 – Item # 3 – Rewrite for Proof of Insurance to be provided when renewed.

February 10, 2024 – Page 12-13 – Update to Rental Rules – Selling – Item #3 – rewrite and Subletting – Items 1-4 – Rewrite and addition of Items 5-9.

ARIANA SHORES HOMEOWNERS ASSOCIATION

A RESIDENT OWNED COMMUNITY DESIGNED TO PROVIDE HOUSING FOR PERSONS AGE FIFTY-FIVE AND OLDER

COMMUNITY/PARK RULES AND REGULATIONS

The policies and regulations of Ariana Shores Community have been established to:

- *Make living here pleasant for you and your neighbors;
- *Promote the comfort, welfare and safety of the Members and Tenants;
- *Maintain the appearance and reputation of the Community;
- * Uphold property values.

These rules and regulations have been adopted by the Board of Directors (BOD) of the Corporation and may be changed from time to time by the BOD to achieve this and other purposes. Notice of change in these rules and regulations shall be given at least thirty (30) days prior to the date of the implementation of any change.

Community Standard

It is the Community Standard to have all Residents conform to certain obligations. Lawns are to be kept mowed to no more than five (5) inches in height. Mail box will have three (3) inch reflective numbers on both sides. Flower beds are to be weeded. The mobile home shall be painted, washed, gutters clean and kept in good repair.

Pride of ownership is essential to maintain and continue the *Community Standard* outlined above. This is best evidenced by carefully following the rules and regulations set forth hereinafter.

DEFINITIONS

Corporation – Corporation means Ariana Shores Homeowners Association (ASHOA), Inc., owner of the Park, and landlord to both Members and Tenants.

Homeowner – The Homeowner is the Member or Resident who owns the stock certificate.

Immediate Family – Immediate Family Law and Legal Definition: a parent; sibling; child by blood; adoption; marriage; spouse; grandparent or grandchild.

Management – Management means the Corporation’s Board of Directors (BOD) or the person(s), firm or corporation designated by the BOD of the Corporation to enforce the rules and regulations of the Park, and to daily manage the Community.

Maintenance Fee – Maintenance Fee shall mean assessments, common expenses, and all other charges in common with all other Proprietary lessees.

Member – A Member shall be the person(s) owning the stock (membership) certificate issued by the Corporation pursuant to the Articles of Incorporation, and Bylaws of the corporation.

Mobile Home – Mobile Home means the mobile home only.

Unit – Unit (Lot/Site) shall mean lot, as delineated on the plat of the Community attached to the Master Proprietary Lease.

Occupancy – Occupancy is limited to one or two mature adults, no exceptions, one of who must be aged fifty-five (55) or older, unless otherwise approved by Management. Overall, 80% of the Residents of this Community must be fifty-five (55) or older (per State law).

Park/Community – Park shall mean Ariana Shores Mobile Home Park, located in Auburndale, Polk County, Florida. Park and Community mean the same thing.

Resident – Resident means stockholder member or Tenant of the Community.

Tenant – Tenant shall mean the renter of the Mobile home Unit owned by stockholder a Member.

Guests – Guests are friends that stay overnight. Rights to all amenities.

Visitors – Visitors are friends that are only there for the day.

The Mobile Home

All mobile homes and approved additions must be constructed, maintained and conform to the **Community Standard**

Legal Obligations

1. The Homeowner agrees to comply with all building codes, ordinances, laws and statutes of all governmental authorities having jurisdiction of the premises.
2. Homes must meet the local jurisdiction standards of health and safety and be free of mold and termites.
3. Home must display the RP (Real Property) decal in lower left corner of window closest to main road. The permanent sticker indicates property registered with county appraiser.

Homeowner Responsibilities

1. Any and all exterior changes/updates/repairs to the mobile home must receive written approval from management BOD on an ASHOA Home Improvement Form before work shall commence. This includes but is not limited to all changes visible from the outside of the home. (i.e., paint color, windows, doors, siding, roofs, placement of heating/cooling systems, satellite dishes, etc.) No approval is needed for repainting the home with the exact same paint color or color scheme or replacing existing windows, doors, or heating- cooling systems.
2. Homeowners/Tenants are responsible for the overall appearance of their mobile home.
 - a. The mobile home shall have an approved concrete driveway and have concrete brick steps at each door. Ramps are acceptable provided they meet codes and are approved by the BOD.
 - b. The mobile home's siding, roof, eaves, awnings, windows, and doors must be kept clean (free of bugs, mold, build-up of debris and vegetation, rust, chipped or deteriorating paint Etc.) When these items age or deteriorate, they must be repaired and/or repainted to meet the **Community Standard**.
 - c. Any damage to mobile homes, awnings, or other structures, repairs must be made within thirty (30) days (except in the case of a natural disaster), or Management has the right to remove or repair same at Member's expense. Independent contractors hired at the discretion of Management for such work shall be licensed and insured.
3. Homeowners and contractors are not to start work prior to 8 a.m. except in an emergency.

The Unit (Lot or Site)

Although individual expression is encouraged, the Shareholders must maintain the **Community Standard**

Legal/Corporate Responsibilities and Rights

1. In the event a resident does not maintain the site in a neat and clean condition, Management shall have the right to do so at the cost of the Unit owner.
2. The Corporation reserves the right to require the removal of any tree or other planting that is overgrown, dead, or blocks the view or restricts the free circulation of light, air or movement,
3. The Corporation reserves the right to remove and replace any awning, cabana, tree or other obstacle when it interferes with the placement or removal of a mobile home, or with Community work, either regular or emergency.
4. The Corporation shall have the right to grant easement in areas of the Lot/Site for installation and/or maintenance of utilities. No Resident shall be entitled to any compensation or abatement of rent or other charges if the use of such easement area does not substantially interfere with the use of the premises.
5. The Corporation is responsible for the street lights, main sewer lines, and water lines to the water meter.

Homeowner Responsibilities

1. Pledge of Responsibility: As a Homeowner in this Community, the Member agrees:
 - a. To keep unit lawn and area around the mobile home, in an orderly, neat and clean condition and in a good state of repair **all year around**.
 - b. To comply with all the ordinances, laws and statutes of all governmental authority having jurisdiction of the premises.
 - c. To not cause or permit any waste, misuse or neglect of the premises.
2. If a Member shall fail to perform as required by the terms of paragraph 1 Management may enter the site to fulfill the Member's obligations. After Management completed such required performance, the Member shall pay Management the actual cost thereof upon demand.
3. **Any and all changes to the unit requires written approval from the BOD** on the ASHOA Home Improvement Form (i.e. the addition of concrete or pavers to driveways or refinishing of driveways, planting trees and shrubs, etc.) Plantings affecting a neighbor's view or walkways along homes should be discussed with neighbors prior to seeking BOD Approval.
4. Overall appearance includes, but is not limited to the following:
 - a. All Lots must be a fully sodded lawn. The unit is to be maintained year-round. Currently the only acceptable ground cover for a Lot is live green grass.

- b. No fences shall be permitted between homes, in back yards bordering another Unit, or easement between Units. Back yard privacy fences may be added behind homes on the outside perimeter of the Park, and then only with BOD approval and BOD will approve fencing products.
 - c. All motorized vehicles, **including golf carts**, must be parked in the home's driveway or space built and approved for such purpose. There is no parking on lawns or along the street in front of the home.
 - d. No laundry may be hung on porches or in the carport. A removable umbrella type clothesline or retractable line for drying clothes is permitted in the backyard.
5. There will be no construction or work of any kind on Sundays, except in cases of emergency or absolute necessity (work must be done to occupy home). Management must be notified that work is to occur.
6. Utilities: All utilities needed within the home are the responsibility of the Homeowner.
- a. Homeowners must make proper arrangements with the utility companies for usage of electric, gas, water, sewer, telephone cable, internet, etc., and have all bills sent directly to the Homeowner, Neither Management nor the Corporation assumes any responsibility regarding the maintenance of utilities at the Mobile Home Unit or Site.
 - b. Homeowners are responsible for the water lines from the meter to their home.
 - c. In the event any sewer line becomes clogged or needs repair at a location between the mobile home and the main line (along the lateral lines), the Homeowner shall pay the expense of the repair. The main line is defined as manhole to manhole, not including any laterals.

Recreation Facilities

Many common areas within the Park enrich the lives of those who live and visit here. The clubhouse, docks, shuffleboard courts, swimming pool, green spaces, etc., are cared for by the BOD with your Maintenance fees. All rules posted regarding the use of a common area must be followed for safety, respect of one another and to maintain value.

Legal/Corporate Responsibility/Rights

1. The clubhouse is not an approved hurricane shelter. If Homeowners choose to remain in the clubhouse during hurricanes or storms, they do so at their own risk! The space is limited to Unit owners, Tenants, and out of town guests and shall not be used by others residing in the area.
2. Management reserves the right to bar any person or persons from any and all recreational facilities if such person or persons engage in improper behavior, improper actions or infraction of the Park rules.
3. **No alcoholic beverages** are allowed in the clubhouse, common grounds, or other recreational areas. No consumption of alcohol beverages while being transported and the beverage must remain sealed and out of sight until destination is reached.

POOL RULES – shall be posted per state law.

- *NO lifeguard on duty. Swim at your own risk.
- *Shower before you enter the pool.
- *NO food, drink is permitted within 4 feet of pool edge.
- *Children under 16 must be accompanied by a Resident.
- *No glass is permitted in pool enclosure.
- *Pool hours: 8 am – 10 pm
- *Pool lights must be on at dusk
- *NO diving!
- *No smoking inside pool enclosure.
- *Maximum load is 20 persons. If maximum load is reached Shareholders have precedence over guests and visitors.
- *Only potty-trained children or children in swim pants (waterproof diapers) for swimming are allowed in the pool.

Neither the Corporation nor Management provides supervision or lifeguards at swimming areas, boat docks, boat ramp or other recreational facilities. Anyone swimming or using watercraft in those areas does so at their own risk.

Homeowners Responsibilities

1. The clubhouse and other recreation facilities are for the use of the Members, Tenants their guests or visitors.
2. Members or Tenants will be required to pay fee of \$40.00 to reserve the clubhouse for a private party or event (those not sponsored by the BOD or events scheduled primarily for homeowners). The return of \$40.00 shall be provided sponsoring Member or Tenant cleans the clubhouse after their function. If it is not cleaned, the fee will not be returned. Reservations do not include the use of the pool.
3. Reservation forms for use of Clubhouse should be filled out and returned 2 weeks before request for BOD approval.
4. The BOD consent maybe withheld without limitation or explanations.

Maintenance Fees

Each year, upon recommendation of the Budget Committee, the BOD determines the Maintenance fee, or the amount of money required from each Unit lease to meet the requirements for planned expenditures.

Corporate/Homeowner Responsibility

1. Common expenses, maintenance charges, and share purchase contracts are due and payable in advance, with due dates shown on the notice. A late payment charge of

twenty dollars (\$20) plus an additional one dollar per day may be charged for each day when payments later than the tenth (10) day beyond the stated due date.

2. Checks returned for non-payment shall result in a fee equal to (but not to exceed) the amount charged by the bank, plus a twenty-dollar (\$20) charge by the ASHOA to the member.
3. The Corporation shall have a lien for all non-paid maintenance fees/or special assessments, upon the property of the Unit. The Member shall be obligated to pay all court costs and a reasonable attorney's fee incurred by the Corporation in the enforcement of the provisions hereof.

Responsibilities

Throughout these Rules and Regulations many responsibilities are outlined. This section is in addition to all those found in other sections.

Corporate Responsibility

1. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft or act of God to any Mobile Home or personal property owned by Residents or their guests within the Park boundaries.
2. The Corporation shall not be responsible for supplies or equipment sent or brought to the recreation hall for private use by any Resident. The Corporation shall not be held liable for accident or injury to any person or property through the Resident's use of recreational facilities, parking areas, streets, and the recreation building facilities.
3.
 - a. It shall be the BOD's responsibility to hire individuals to work on corporate facilities that are properly insured for business activities. This includes contractors, casual day laborers and temporary help
 - b. BOD must maintain all community facilities and all common grounds (grass, plants, and shrubs).
 - c. BOD must meet with the Budget Committee to set Annual Fees, approve home sales through interviews, keep financial reports for all expenses and fees, file all necessary tax forms, State, County and local documents, have board meetings, and keep records of all.
4. Board of Directors shall seek shareholder approval on all proposed new or expanded construction in a total amount over \$5,000.00. Approval must be obtained at the Annual Shareholder Meeting when a quorum of over 50% of the shareholders and/or proxy are at the meeting. In the event that a quorum is not obtained, the proposed project shall be approved as submitted.

Homeowner Responsibility

1. The Residents and their guests shall use recreational facilities, building facilities, parking areas and streets at their own risk and shall assume all liability for such physical damage or personal injury caused by such use.
2. Residents shall be responsible for damages caused by their family and guests and visitors.
3. All Members shall adequately insure mobile homes for liability. A current certificate of liability declaration page stating the beginning and ending dates of the policy shall be filed annually with the Corporate Treasurer within thirty (30) days of the annual renewal.
4. Members leaving their Mobile Home Site and Unit for an extended period shall secure all loose outside items subject to storm damage or to causing storm damage to their home or other homes (i.e., lawn chairs, flowerpots, grills, garbage cans, etc.).
5. A BOD member and/or spouse shall agree in writing to recuse oneself from participating in the buying and selling of Mobile Homes while serving as a director on the BOD.

OCCUPANCY OF UNITS

Homeowners

Residents shall not occupy or use the mobile home Unit for any purpose other than a private Dwelling. In no event shall more than two (2) mature adults permanently occupy the unit. Except with BOD approval when a full-time medical assistant is needed.

Guests

There are limitations on the period of time that a guest may stay in a Mobile Home Unit. Any Person other than an immediate family member shall be considered a guest or visitor.

1. Guests may not reside with Members of Tenants for more than fifteen (15) days without the prior written consent of the Corporation, and no guest may occupy a Mobile Home unless at least one of the Members is in residence. (Family member or Tenant). Rules under "subletting" including notifying the BOD and receiving written permission from Management shall apply.
2. Members shall be responsible for Tenants, Guests or Visitors compliance with these Rules and regulations of the Park.
3. The Corporation shall have the right to evict guests of Members or Tenants deemed undesirable by giving at least five (5) days written notice to the Member of Tenant of such intended action. A violation of these rules and regulations shall be deemed sufficient cause for such eviction.

Pets

Pets are recognized as providing emotional satisfaction to people of all ages. However, our limited green space makes it necessary to place limits on them. Service dogs are not pets. Rather they are highly trained animals aiding those with disabilities. ADA policies govern such animals.

1. Mobile Home Units are limited to no more than one (1) common household pet. Pets may not weigh more than twenty (20) pounds at full adult size. All pet owners in the Park shall abide by the pet rules.
 - a. Guests with one (1) pet that is twenty (20) pounds or less shall be permitted to visit an owner. The pet must be kept at the visiting Unit and be attended at all times.
 - b. Tenants may have a pet, provided it meets the twenty (20) pound rule and approval is granted prior to the rental. To obtain approval, a signed letter from the Homeowner of the leased Mobile Home granting approval of such must accompany the ASHOA pet application/registration form when rental application is submitted for BOD approval.
2. All dog and cat owners must register their pet with the ASHOA. Registration will be made in writing by completing and signing the ASHOA Pet Registration Form and submitting it to the BOD.
3. Pets shall be properly and currently licensed and inoculated as required by all applicable laws, regulations and ordinances, and shall wear license tags required by local entities. Written proof of compliance is required each year.
4. Pets shall not be permitted in common areas at any time, with the exception of the paved roads and Lake Ariana or Lake Arietta docks.
5. When outside of the home, pets shall always be attended to and restrained by a leash not more than six (6) feet in length.
6. The pet owner is responsible for the immediate clean-up of all animal waste.
7. Residents shall not, under any circumstances, keep a pet which exhibits excessive noise (barking) or violent or aggressive behavior to humans or other pets.
8. Pet owners shall hold ASHOA, its officers, Board Members, Members and agents (Releasees) harmless and indemnify said Releasees for any damages and injury that may result from the actions of the pet.
9. It is the responsibility of all Residents to ensure the ASHOA policies are maintained. Any resident observing an infraction of any of these rules may notify the BOD in writing of such violation or nuisance behavior witnessed.
10. If the violations continue and there are further complaints, the BOD may require the permanent removal of any pet within three (3) days if such pet is determined by the BOD to be a nuisance (barks continually) and/or a danger to the community and its residents. Any pet that bites will be removed immediately.

Vehicles, Traffic and Trailers

Ariana Shores is within the city limit of Auburndale. All regulations regarding parking, storage or vehicles, speeding, etc. apply.

1. No speeding shall be permitted in the Park. The speed limit is fifteen (15) mph.
2. Pedestrians shall have the right of way over all vehicles. Bicycles shall have the right of way over motor vehicles.
3. No riding of bicycles shall be allowed on walks around recreational buildings.
4. A trailer may be kept on a Members Lot behind the mobile home while in residence provided an ASHOA *Trailer Parking Permission* Slip including the signatures of all neighbors touching the Unit's property is given to Management. Otherwise, trailers shall be kept under your carport.
5. There shall be no parking on the streets, except by service vehicles.
6. No storing of unlicensed or inoperative motor vehicles or major repairs to motor vehicles shall be permitted in the Park. Management, at the Resident's expense, may remove inoperative motor vehicles. No vehicles shall be permitted in the Park without lights.
7. No recreational vehicles (RVs) or service vehicles shall be permitted to be parked for more than three (3) consecutive nights or a total of five (5) days in any one month in the Park. No overnight camping is permitted. Vehicles that do not fit in the driveway may be parked at the clubhouse with prior Board approval. Consideration needs to be given to parking needs for clubhouse activities. No overnight parking is allowed at the waterfront. It may be used for temporary day time parking.
8. All drivers of motor vehicles, including drivers of golf carts, shall obey the stop signs and speed limits.
9. Minors under the age of sixteen (16) shall not be permitted to drive any motorized vehicle, including golf carts, in the Park without being accompanied by an adult. All passengers in golf cart must remain seated at all times in seats provided.
10. Guests of Residents may use the clubhouse parking for their cars for a maximum of fifteen (15) days with prior Board approval.

Mail

1. A US Postal approved mailbox and stand shall be placed on each Unit and maintained by the Homeowner.
2. Each mailbox shall contain the address number on both sides. The number decal shall be three (3) inches high and **reflective**.

Selling, Subletting, and Replacing

Members who wish to sell, rent or remove their mobile home, as well as buyers and tenants, must comply with the park Bylaws and the Park Rules and Regulations. The sale, lease, transfer or replacing of units is restricted and controlled.

Selling

1. Lessee shall not assign or transfer the stock certificate until all sums due from Lessee have been paid to Corporation (Proprietary Lease).
2. Management for Occupancy in the Park must first approve prospective purchaser. This approval involves an interview with Management. Both prospective purchaser and seller shall be notified verbally by sales agent within twenty-four (24) hours of Management's approval decision.
3. No home shall be purchased for the sole purpose of renting.
4. The sum of fifty (50) dollars is to be paid to Management by the seller or buyer to defray the cost and expenses involved in the execution of the stock certificate and the proprietary lease.
5. A listing agreement, an offer to purchase and acceptance form, along with a sale and purchase agreement, must be used in all home sales, All expenses associated with the transfer of property and changes to Corporation documents shall be the responsibility of the buyer and seller.
6. All homes for sale shall display only the one "for sale" sign provided by Management, and it shall be placed in a location designated by Management. Persons selling homes "by owner" shall do likewise, but a deposit of fifty dollars (\$50) is required for the sign. The deposit shall be returned when the sign is returned to Management.
7. For rules governing stock certificates upon death of Lessee see Proprietary Lease.

Subletting

1. A Homeowner wishing to sublet shall complete the ASHOA Sublet Application Form and obtain written approval of Tenant using the Tenant Application Form from the majority of Directors prior to finalizing the agreement.
2. A Unit owner delinquent in paying monetary obligations to the ASHOA shall not rent or be given permission to rent his/her Mobile Home Unit until those obligations have been paid in full or the Unit owner and Tenant have agreed that subsequent rental payments will be paid to the ASHOA until monetary obligations are paid in full.
3. The Member shall assume all responsibility for Tenant as to compliance with Park rules and regulations.
4. The owner must have provided a copy of their current liability insurance declaration to ASHOA.

5. Written permission to rent a unit is required by a majority of the ASHOA board through the sublet/tenant application process listed in Item #1. There is no limitation on the right of the Directors to grant or withhold consent to rent.
6. No renting allowed during the first 12 months of ownership.
7. Home rental shall be on a monthly basis.
8. Home renting shall be for up to a maximum of 4 months per fiscal year (October 1 – September 30).
9. New renters/first time applicants will be charged a fee and subject to a background check.

Replacing the Mobile Home

No mobile home shall be removed or replaced without prior written consent of the majority of Directors. The following rules and regulations apply to any home (newly manufactured or used) that replaces a current home in the park.

1. Once consent is granted by the BOD, Members removing a mobile home from the Park shall notify Management of the intent to move no less than six (6) weeks prior to move date. All current year fees and other fees owed to the Corporation must be paid in full. Members shall be responsible for any damage done to Park premises in the process of the move. Members shall hire only licensed and insured moving companies; Management shall approve all movers.
2. Management shall provide Member with the Ariana Shores “Guide for Mobile Home Replacement” and Member shall work with Management or its representative to overcome any problems with the removal and replacement of a home.
3. The approval of the BOD may be rescinded if Homeowner falls in arrears before Member moves home into the park.
4. New mobile homes must be manufactured to meet all applicable standards and in conformity with Florida law and local building codes.
5. New mobile homes must have approved concrete or brick steps at each door. The mobile home must have the hitch removed and be skirted to conform in appearance with all other skirting in the Park. All patios and skirting must be completed within ten (10) days after commencement.
6. All construction work on homes placed in the Park shall be performed by contractors properly licensed under applicable state and local statutes and ordinances and approved by the Corporation. Each such construction contract shall obligate the contractor to maintain public liability insurance protecting the Homeowners and Residents of the community from loss, damage or personal injury by reason of negligence on the part of the contractor. No work to commence before 8 a.m.
7. All mobile homes must be tied down and anchored in accordance with Florida law and/or insurance guidelines for tie-downs and anchoring and/or any county, state or federal government regulations that must be adhered to.

Miscellaneous

1. Members, Tenants, or their guests are not permitted to engage in any business or commercial enterprise or activity of any kind within the Park. This shall include, but is not limited to:
 - a. Selling
 - b. Soliciting (does not include a Member's right to canvas, as permitted by Florida statutes).
 - c. Peddling
 - d. Commercial enterprises
2. Members and Tenants shall promptly report vandalism of private or corporate property to the Auburndale Police and Management.
3. No burning of trash, leaves or other material is permitted.
4. Legitimate complaints concerning infraction of rules shall be reported to Management in writing and signed by the complaining party. All important communication from residents requiring a written answer by Management must be signed and sent by certified mail to the corporate address and to the attention of the board president. Management is required to respond within thirty (30) days.
5. Loud and annoying parties, verbal abuse and/or obscene hand language are not allowed at any time. No Member shall show another resident disrespect. Drunkenness breaches of the quiet enjoyment of the Community, being a public nuisance by causing distress to other residents either by malicious gossip, use of profanity or such conduct which maligns or depreciates a person's feeling of net worth shall not be tolerated and shall be a violation of these rules, and could, at the option of the management be grounds for removal of the offending resident.
6. Physical abuse will be immediately reported to the Police.
7. Noise restrictions start at 9 p.m. to 8 a.m.

Enforcement Policy

The Corporation by direction of its Directors shall make every effort to address Community Rules and Regulations violations. The BOD may enjoin or seek damages from Stockholders for violations of these Bylaws and the terms and conditions of any Proprietary Lease.

1. **Upon an observed rule violation, a complaint form must be filled out stating the rule violation including the date and must be signed.** Only then will BOD confirm the allegation(s).
2. Upon review of Homeowners identified in violation the BOD's will comply with the enforcement procedures stated in Ariana Shores Homeowners Bylaws, Article XI (compliance and Default), Bylaw 11.1 stipulates, its Directors shall notify the Stockholder

- at their Unit or mailing address of record by certified mail. If such violation shall continue for a period of thirty (30) days from date of mailing notice the Corporation shall have the right to treat such violation as an intentional, material breach of these Bylaws, the Proprietary lease or other lease of a unit, and Chapter 719 of the Florida Statutes. The Management shall be entitled to repair/fix the violation and recover from Lessee all expenses occurred or contracted. These expenses shall be a lien against the stock certificate until paid to Corporation or included in the maintenance fee. If prompt attention is necessary or in an emergency (health or safety), no notice need be given.
3. The Corporation shall then at its option have the following remedies:
 - a. To commence an action in equity (an injunction court ordered compelling a party to do or refrain from doing a specific act) to enforce the performance on the part of the Stockholder, OR
 - b. To commence an action at law to recover its damages; OR
 4. The BOD may levy reasonable fines for failure of Unit owner or the Unit's occupant, licensee, or invitee to comply with any provisions of the cooperative documents of reasonable rules of the ASHOA. The fine may be levied by the BOD on the basis of each day of a continuing violation, However, the fine may not exceed \$100 or \$1000 in aggregate.
 5. After ninety days (90) delinquent in paying any monetary obligation due to the ASHOA and at a properly noticed BOD meeting, the right of the Unit owner or the Unit's occupant, licensee or invitee to use common elements, common facilities or any other ASHOA property shall be suspended until the monetary obligation is paid in full. During that time, the voting rights of the Member shall also be suspended.
 6. Continued violation of Park rules will result in the Member being required to correct the violation or sell his mobile home and share and leave the Park.

Disclaimers

This revision of Community rules supersedes any and all Community rules. All efforts have been made to bring the Community rules in line with Ariana Shores Prospectus, Bylaws, Proprietary Lease, and Florida Statues.

1. If any provision of these rules and regulations be contrary to any law of any jurisdiction In which the Park is located, that rule shall not apply nor be enforced; however, the other provisions of these rules and regulations shall not be affected and shall continue in full force and effect.
2. To the extent that any portion of these rules and regulations or any amendments, or supplements thereto, may now or hereafter conflict with terms and provisions of the bylaws, master form proprietary lease or individual lease agreements, the latter shall prevail, and wherever possible, these rules and regulations shall be interpreted so as to be consistent therewith.

3. All amendments or supplements to these rules and regulations shall become effective and be binding upon Members and Tenants when posted on the corporate bulletin board in the recreation center for thirty (30) days.
4. If any definition in the Bylaws conflicts with a definition in the Florida Statutes, where permissible the definition in the Bylaws prevail.
5. Association rules which are stricter than the local jurisdiction shall be upheld.

ARIANA SHORES HOMEOWNERS ASSOCIATION INC.

Addendum A Ariana Shores Community/Park

Piers, Docks, Designated Watercraft Spots and Launch

Policies and Rules

ARIANA SHORES HOMEOWNERS ASSOCIATION

THESE TERMS AND RULES SUPERCEDE ANY AND ALL PREVIOUS TERMS AND RULES, WHICH AS OF THE FOLLOWING DATE ARE NULL AND VOID.

Date: Approved December 11, 2019 Effective January 11, 2020

PIERS, DOCKS, WATERCRAFT DOCKING SPOTS AND LAUNCH POLICIES AND RULES

Watercraft---pontoon boats, fishing boats, kayaks, paddle boats, sailboats and personal watercraft.

Note: All docks belong to the Corporation. Any improvements made by the Corporation or Individuals shall be the property of the Homeowners' Association.

- A. The Management is responsible for repairs and maintenance for all docks and piers. All necessary permits for additions to walkways, stairs, piers/docks etc. shall be provided by the management. It is the responsibility of Homeowners to check with the City prior to seeking BOD approval to determine if a permit is needed for any changes.
- B. Watercraft piers and spots are deemed for the exclusive use of the shareholders renting them.
- C. The people piers on both lakes are for the use of shareholders, Tenants, their guests and visitors.
- D. The association is not liable for any personal injuries sustained on any personal dock or pier, attached or unattached. The association is not liable for any damages to a watercraft owner's personal property.

WATERCRAFT LAUNCH AND PIER

- A. Only shareholders and Tenants are to use the watercraft launch. People from outside the park may launch a watercraft only if accompanied by a shareholder or Tenant **in their watercraft**.
- B. No watercraft designated spots are allowed on the launch pier (located to left of launch).
- C. No watercraft are to be parked on the launch side (right side) of this pier except while embarking or disembarking a watercraft. The other side of this same pier (left side) is for pontoon parking or temporary daily parking.
- D. Except while launching or removing a watercraft, the gate at the launch must **ALWAYS** be kept closed and locked.

WATERCRAFT DOCKING SPOTS

- A. A shareholder may occupy only one (1) watercraft spot on the piers at a cost that is determined by the BOD for that year. (Currently it is \$100.00/year with a \$5.00 increase yearly – adopted by BOD on April 11, 2022). If a shareholder would like to occupy another watercraft docking spot in our rental area they may do so if there is a watercraft spot available at a cost of an additional current fee/yearly. Each year availability must be confirmed by Watercraft Committee.
- B. To rent a watercraft docking spot, a shareholder must place their name, telephone number, and e-mail address on the watercraft wait-list in the community clubhouse office. Docking Spots are rented on a one (1) year term. Rent is due on the day the watercraft spot assignment is accepted and every October 1st thereafter. Watercraft spot renters must sign A rental agreement once.
- C. Share holders renting a watercraft docking spot must live within the Park and association dues must be kept current. If a Member sells his/her home and buys another home within the park, the watercraft docking spot may be kept. Homeowners living/moving outside the park or becoming renters in the Park forfeit the right to a watercraft spot.
- D. Watercraft spots are for the exclusive use of its renter. Any watercraft docked at that designated spot must be registered in the Resident's name. The only exception is defined in point E.
- E. Upon notification of the Board of Directors, a seasonal resident designated renter may allow a full time Resident to "borrow" their watercraft spot until their return the following year. This would be considered part time use and would not be considered "giving the watercraft spot to someone else". Upon return the seasonal Resident must continue their use of the docking spot.
- F. A watercraft docking spot renter must use their designated spot for a minimum of two (2) months a year. Docking Spots used less than two (2) months a year will be considered available for rent.

G. A waitlist for watercraft docking spots is posted in community clubhouse office.

Assignment of watercraft spots are as follows:

1. When a docking spot becomes available, current docking spot owners have the first right to relocate.
 2. If two (2) or more watercraft docking spot owners wish to relocate, names are drawn from a hat; first name drawn is assigned the docking spot. Should other owners desire the now vacated docking spot, names are again drawn. This process continues until no one else wishes to move.
 3. After completing changes in steps 1 and 2, the last available watercraft docking spot is assigned to the first person on the watercraft wait list.
 4. Upon receiving a watercraft docking spot, the rental fee is due immediately. A full-time resident must place a watercraft in that designated spot within three (3) months. If a seasonal Resident is assigned a docking spot, the seasonal Resident has until the following year to use that watercraft spot. If a watercraft is not placed in the designated spot the following year, the watercraft docking spot is forfeited and reassigned.
- H. Should a Member pass away, the surviving spouse has the following rights:
1. The surviving spouse has a minimum of one-hundred and twenty (120) days to dispose of the lift and watercraft.
 2. However, if the deceased has paid dues prior to death, the surviving spouse has until the following October 1st to dispose of the watercraft and lift, but no less than one-hundred and twenty (120) days. After that time, and at the discretion of the Boat Committee Chair, the Board of Directors can remove and dispose of boat and lift as they see fit. Any cost to do so will be charged to the shareholder.
 3. A spouse may keep the watercraft docking spot provided the watercraft is titled in the surviving spouse's name and the designated spot and boat are for the surviving spouse's use. The surviving spouse must sign the Watercraft Docking Spot agreement.
- I. Dues may be raised at the discretion of the Board of Directors as needed to cover necessary dock repairs and maintenance.
- J. Unless other arrangements are made with the boat committee chair, a Resident giving up a watercraft docking spot must remove their boat and lift within thirty (30) days. If not removed within that time frame and at the discretion of the Boat Committee chair, the Board of Directors can sell or remove it as they see fit. Any cost to do so will be charged to the shareholder.
- K. The association will maintain the docks and walkways.

SPILLWAY

- A. No watercraft parking in the spillway.

BEACH

- A. The beach area on Lake Arietta is for the use of the Homeowners, their renters, guests and visitors. There shall be no overnight watercraft parking in that area.
- B. The road in front of the beach may be used for temporary vehicle and trailer parking.

WATERCRAFT COMMITTEE

- A. The Watercraft Committee consists of a chairman, secretary and one to three additional people. The chairperson is appointed by the Board of Directors to act on behalf of the BOD and to make recommendations to the BOD regarding matters essential to the watercraft owner's group. There is to be at least one meeting a year.
- B. The Watercraft Committee keeps all records of meetings and records necessary for the assignment of watercraft spots as well as all pertinent plans, permits, etc. needed for the work of this group within the Ariana Shores Community.
- C. The Chairman is to ensure all boaters have paid their dues.
- D. There are two (2) rental areas for designated watercraft docking spots.

DESIGNATED CORPORATE WATERCRAFT RENTAL AREAS
AREA # 1 AND AREA # 3



