

EXHIBIT D

RULES AND REGULATIONS INDIANWOOD GOLF & COUNTRY CLUB RULES AND REGULATIONS

1. **AGE REQUIREMENTS** - It is the intent of Community Owner that the Community be operated as "housing for older persons" in accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time, "HOPA"). Under HOPA, "older persons" are defined as persons fifty-five (55) years of age or older. The Community complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. At least eighty percent (80%) of all occupied units within the Community must be occupied by at least one resident fifty-five (55) years of age or older. All residents of the Community must be at least forty-five (45) years of age or older. Exceptions may be made for physical or mentally challenged children of residents who comply with government regulations. Occupants 45 and older must have an occupant 55 or older reside in the home. Residents of the Community and all caregivers will be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age such as a valid driver's license, birth certificate, passport, etc. Under HOPA, the owner/management may, at its sole discretion, (a) modify this requirement, (b) limit its enforcement, or (c) strictly enforce this rule as a result of its interpretation under Federal or State law. Approval shall not be unreasonably withheld. If a manufactured home is sold to someone who is not approved through the screening process, that person may not reside in the Community or must move the home from the Community, subject to all requirements pertaining to the moving of a home.

2. **OFFICE HOURS** - The Community business office is located at 280 La Vista Drive West, Winter Springs, FL 32708. Office hours are Monday through Friday 9AM to 4PM with an hour lunch period from noon to 1PM, unless otherwise posted. There are no office hours on Saturday and Sunday. In case of an emergency, telephone numbers on the office door will direct you to responsible assistance.

3. **RENTS** - All lot rental amount ("rent" or "rents") and maintenance fees are due and payable by either check or money order, in advance by the first day of each month. A late payment penalty will be assessed for any rent payments not received in full on a timely basis, as provided in your Prospectus.

4. **SOLICITING/COMMERCIAL ENTERPRISE** - No peddling, commercial solicitation, or commercial enterprise that involves or generates either pedestrian or vehicle traffic of non-residents is allowed in the Community, except for canvassing and soliciting as allowed per section 723.054, Florida Statutes.

A. No business or commercial enterprises shall be permitted to be operated by any Resident, or any guest or invitee of any Resident, from or within the Community that creates traffic and/or visitation to the residence. No advertising signs may be erected on the Resident's lot or home. Babysitting for compensation is a commercial enterprise and is prohibited within the community except by written consent of Community Management. Babysitting which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community is allowed; however, if complaints about such babysitting activities are received by Community Management, it reserves the right, in its sole and exclusive discretion, to prohibit future babysitting by the offending resident(s). A "business" also includes any commercial enterprise which: (i) is required to be licensed by local or State law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the home; (iv) includes door-to-door canvassing of community Residents (except for canvassing allowed per section 723.054, Florida Statutes); (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (vi) involves the purchase of a home or of any interest in a home for the purpose of resale, leasing, subleasing, renting or other business use.

B. No garage, lawn or tag sales will be permitted except those authorized in writing in advance by Community Management. No exceptions will be tolerated. Authorization for such sales held by individual home

owners will be based on home owner(s)' agreement to restrictions on the time and manner of the sale and the nature of things to be offered for sale. Community Management reserves the right in its sole discretion to immediately cancel or terminate any sale which results in a disruption of the quiet enjoyment of the Community by any Community resident. If an Estate Sale is necessary, approval from Community Management is also required.

C. No Political signs, flags, banners shall be permitted on lots and/or homes.

5. **CLOTHESLINES** - Clothes will not be hung to dry outside of your home, except on approved umbrella type clotheslines that are to be folded up when not in use or approved portable carousels which shall be removed and stored out of sight before 6:00 P.M. on each day such carousels are put up.

6. **LANDSCAPING** - Residents are allowed and encouraged to beautify their home by planting shrubs and flowers. All such areas must be sufficient distance apart to allow access by riding mower. With that in mind, all yard plantings (flowers, bushes, trees, etc.) and ornamentation must be contained within some type of edging and or groundcover. There is no such thing as a living fence. It is a hedge. The height of the hedge may not interfere with the neighbors' line of sight with scenic views. The height requirement does not apply to hedges put up next to carports to provide privacy between homes. No changes may be made to landscaping without advance written permission of the Community manager in writing. No trees may be cut down without written permission of Community Manager. If permission is granted for the removal of a tree, the home owner must obtain the services of a licensed tree service, unless the Community manager grants permission in writing for home owner to do the removal and such removal will be at the sole expense of the Home owner. Home owners are responsible to maintain all bushes, plants, sod, and other landscape located on their lot by pruning, topping, lifting and keeping all landscaping manicured and in healthy condition at all times. This is a 365 day a year responsibility. Home owners who leave for the summer or for vacation will be responsible for the condition of their lot while they are gone. However, Community Owner reserves the right to prune and/or manicure any landscape inside when needed at the home owner's expense. This fee becomes lot rental amount due and is subject to late fees and potentially subject to attorneys' fees.

A. All bushes, trees and other landscape must be kept off the home.

B. No landscape is permitted to grow on or over the top of the home, or on the roof or gutters etc.

C. Hedges and/or bushes in front of the home must be kept at the bottom edge of window or lower. No bushes are permitted to grow high enough where they block the windows view.

D. No carport, porch or other area around the home and lot may be used for gardening (fruits and vegetables) or for the "mass" collections of plants and pots. Community Management reserves the right to determine what constitutes "too many" plants and pots. No shrubs or plants may be set out on lots except in places approved by Community Management. Earth boxes may be allowed with Community Management approval on location and materials used.

E. Norfolk Pines may never be planted in the Community due to height and lightning issues.

7. **FENCES** - Fences are not permitted. Please respect your neighbors' premises.

8. **CONDUCT**- All residents and guests are expected to conduct themselves in a dignified and neighborly manner. Excessive noise, disorderly conduct, abusive, profane, and/or threatening language, and harassment of residents, guests, or Community Management will not be tolerated. Residents and their guests will conduct themselves so as not to interfere with the peaceful enjoyment of the Community by its residents. Residents and their guests will be required to operate televisions, stereos, etc. in a way that does not disturb neighbors, taking special care between the hours of 10:00 P.M. and 7:00 A.M. Contractors may begin at 7 A.M. Smoking or Vaping is not allowed in any Community common area or within thirty (30) feet of an entrance to any common area.

9. CRIMINAL ACTIVITY - Criminal activity in the Community is strictly prohibited and will not be permitted.

A. Home Owner, members of Home Owner's household, home owner's guests or other persons under home owner's control or on the lot with home owner's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, anywhere in the Community. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance, as such term is defined by applicable laws.

B. Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner's permission or consent, shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near the home, leased lot, or otherwise.

C. Home Owner, members of Home Owner's household, Home Owner's guests or other persons under home owner's control or on the lot with Home Owner's permission or consent, will not permit the home to be used for, or facilitate criminal activity on or near the leased lot or otherwise, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

D. Home Owner, members of home owner's household, home owner's guests or other persons under home owner's control or on the lot with home owner's permission or consent, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance (as such term is defined by applicable laws), at any location, whether on or near the home, leased lot or otherwise.

E. Home Owner, members of Home Owner's household, Home Owner's guests or other persons under home owner's control or on the lot with home owner's permission or consent, shall not engage in any illegal activity, including prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the Community), battery, including but not limited to the unlawful discharge of firearms or use of fireworks on or near the leased lot or otherwise, or any breach of the Lease Agreement that jeopardizes the health, safety, welfare or peaceful existence of Community Owner, Community Management, or other residents, or involving imminent or actual property damage.

F. VIOLATION OF THIS RULE REGARDING CRIMINAL ACTIVITY IN THE COMMUNITY SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LOT RENTAL AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation shall be good cause for termination of the lot rental agreement pursuant to the requirements of section 723.061, Florida Statutes. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

G. The public use or public display of weapons in the Community by resident(s), members of Resident's family or guests or invitees including, but not limited to, firearms, paint ball guns, air rifles, bows and arrows, slingshots, or any other type of weapon, is prohibited.

H. No firearms, other forms of weaponry capable of firing dangerous projectiles, or firecrackers are to be discharged in the Community.

10. CLEANLINESS - It is important that your lot and home be free of debris. Refuse containers including 1 recycle and 1 refuse, bicycles and grills must be left on the carport (any other location for placement or storage requires advance written permission of Community Management); all other items, containers, or equipment will be placed out of sight. You may place patio furniture and/or plants on the carport to beautify this area but all these items should be placed out of sight or otherwise secured when leaving for an extended period of time. Anything that could become a projectile in high winds, like those during a hurricane, must be placed inside homes or storage sheds for these periods. Carports may not be used for creating more living space by placing indoor furniture, TV's, excessive lighting, etc. on them. No inside, upholstered or kitchen type furniture allowed. All items not approved to be stored outside the home, carport or porch must be stored in the home's shed or in the home itself. Yard

statues, figurines, and all types of outside lawn or garden decorations must have the approval of Community Management before being set upon the lot. Quantity and size will be determined by the Community Manager. Most items will be permissible as long as they are in good taste. Homes are to be kept clean, detailed and in good condition up to community standards as set forth in these rules and regulations at all times. Community Management reserves the right to do the necessary work so the lot will meet the standards of the Community as established in these rules and regulations. Community Management's labor costs will be charged to the home owner. It is highly recommended that home owners hire other sources to do this sort of work as Community Management's fees will be significantly higher than any others. Community Management will only do this work in relation to enforcement issues in the Community. The current rates for these services are located in the office.

11. SPEED LIMIT - Please comply with the posted 15 MPH speed limit. Pedestrians, wildlife, and bicycles have the right of way. Golf carts are also subject to the posted speed limit in the Community.

12. PAINTING AND OTHER IMPROVEMENTS - The Community office will maintain paint and color charts with a wide but not unlimited range of choices from which body, trim, and accent colors may be chosen. Paint colors for homes and driveway painting and/or design must be approved by Community Management in writing prior to the commencement of any projects.

13. EMERGENCY EVACUATION ASSISTANCE - Residents who need assistance for an emergency evacuation should register with the appropriate county department.

14. DRONES - For purposes of this rule a drone is a powered, unmanned, aerial vehicle that (1) uses aerodynamic forces to provide vehicle lift; (2) can fly autonomously or be piloted remotely; and (3) is designed to be recoverable, and is also referred to as an "unmanned aerial vehicle" or an "unmanned aircraft system." Residents and their guests shall not be permitted to fly a drone within the Community unless such drone (a) is registered with the Federal Aviation Authority to the extent required by law; (b) is operated by an individual duly licensed by the Federal Aviation Authority to the extent required by law; (c) is only flown and utilized in accordance with Federal Aviation Authority and/or other applicable governmental requirements; (d) is flown within the Community in a manner not to interfere with any other resident's reasonable expectation of privacy with respect to such resident's person or property; (e) is not utilized in any fashion to spy or otherwise peer into the home of another home owner; or (f) is not utilized to harass any Community resident or guest including with respect to private property; and (g) is utilized in a manner not to cause injury to person or property. The operator of a drone shall be solely responsible for any injury to person or property which results from use of such drone. A resident's failure to comply with this rule shall constitute a nuisance. Upon discovery, Community Management shall deliver written notice of such violation of the subject drone owner or user, and the owner or user shall immediately cease and desist all such offensive activity. In no manner shall be deemed to be a guarantor or protector of an individual's right to privacy with respect to any drones that are flown within the Community, and Community Management shall only undertake any action under this rule (a) upon Community Management's direct knowledge and evidence of a violation; or (b) following receipt of a written claim from an offended owner and subsequent inspection by Community Management and determination of a violation. This rule shall in no way limit a home owner's private right to damages for any violation or injury resulting from drone use.

15. PERMISSION - Throughout these rules if permission is express or implied it shall be in writing with a copy of said permission to be placed in the home owner's file in the office.

16. HOME OWNER SUBLEASING - No portion of the lot or home may be subleased, rented or leased by Resident, nor occupied by any person(s) by or through a rental/purchase option or such other similar lease of the lot. Community Management may lease any home it owns or leases on Community lots. Any subleasing, renting or leasing by Resident shall be void, and shall constitute a default by Home Owner under his Lot Rental Agreement. Home spaces are not transferable. If the home is subleased, rented or leased, no such subleasing, renting or leasing or occupancy or collection of rents shall be deemed a waiver of this provision, or of the acceptance of the sublessee, renter or Community Owner or occupant as Home Owner, or as a release of Home Owner from further performance by Home Owner of the provisions of this Lot Rental Agreement. "Subleasing" is defined as the

occupancy of a mobile home by anyone other than the approved occupants while the approved occupants are not present or by guests whose stay exceeds that set forth in these Rules and Regulations.

17. GUESTS

A. YOUNG GUESTS - Since this is a retirement community, any guest under twenty-one (21) years of age must be accompanied by an older person when using the recreational facilities.

B. RESPONSIBILITY - All residents of Indianwood Golf & Country Club are responsible for the actions of their guests regardless of the guest's age. IT IS THE RESPONSIBILITY OF ALL TENANTS TO REPORT RULE VIOLATIONS. Guests must abide by the rules associated with each amenity.

C. CAREGIVERS - A Primary Resident or Additional Resident that requests a Caregiver/Live-in Aide must submit such request to Community Management in writing, shall file an application for Occupancy, meet all Community residency requirements; shall comply with all local, state and federal laws and these Rules and Regulations, and shall submit an application and Live-In Aide Certificate and a background check fee. If a Care Giver/Live in Aide displays inappropriate behavior they can be removed Community Management.

D. CHILDREN - All children of friends or relatives are allowed for a period of up to (30) days in any calendar year, unless express written permission from Community Management has been given for a longer period. These children must be registered at the office.

18. RESALE OF HOME

A. RESIDENCY APPROVAL – All occupants and tenants taking residence in the Community must be approved through an application process with the Community Manager. Approval shall not be unreasonably withheld. There is an application fee for background checks and an interview where rules and regulations are given out and pertinent information is discussed. Proof of age is also required.

B. RIGHT OF FIRST REFUSAL FOR INDIVIDUAL MOBILE HOMES.

(1) If Home Owner offers a home for sale, or if home owner receives a bona fide offer for the purchase of his or her home, home owner shall notify Community Management, in writing, of: (a) home owners' offer, identifying the price, terms and conditions of the offer made by the home owner, and (b) for any bona fide offer received from any third party (the "Third Party Offeror"), Home Owner shall identify the Third Party Offeror, provide a full and correct copy of the Third Party Offeror's offer, including the price, terms and all conditions of the offer and of copies of all documents comprising the offer. This notice to Community Management by home owner shall be referred to as the "Offer Notice". Community Management shall have three (3) business days to accept the price, terms and conditions of the Offer Notice by providing written notice of the acceptance to home owner. Upon delivery of a timely acceptance of the Offer Notice, the Parties shall cooperate in good faith to complete the sale of the home to the Community Owner. If Community Management fails to timely accept an Offer Notice served in full compliance with this rule, home owner shall be free at any time to sell the home to a party or parties other than Community Owner. If Home Owner thereafter elects to offer, or accept a Third Party Offeror's offer, for a sale of the home at a price lower than the price specified in his or her original Offer Notice, Home Owner shall provide written notice of the revised offer and a copy of the same (the "Revised Offer Notice") to Community Management and Community Management shall have an additional three (3) business days from receipt of the Revised Offer Notice to accept the revised offer. Delivery of an Offer Notice or Revised Offer Notice to Community Management shall be promptly delivered to the Community Owner. (Home owner shall be entitled to a receipt for any Offer Notice or Revised Offer Notice delivered by hand delivery). Acceptance of an offer made in an Offer Notice or Revised Offer Notice by Community Management shall be by certified mail or recognized overnight delivery service, with a copy of the acceptance posted on the home. If an offer made or received by home owner does not include the appliances, fixtures or window coverings for the home, the Offer Notice or

Revised Offer Notice shall clearly identify the items which are not included. Clear title and proof of ownership shall be conditions precedent to Community Owner's purchase of a home.

(2) This rule is intended to enable Community Owner to retain homes in the Community, and thus to preserve occupancy and continued revenues. Community Owner's rights hereunder are unique and are difficult or impossible to quantify.

(3) Community Owner may record in the Public Records a Memorandum of the rights granted by this rule. Community Owner may also give notice of its rights, by any manner or means to any third party, including, but not limited to, any Third Party Offeror, potential buyer(s), or individual(s) or entity(ies) involved in the sale, transport, or brokerage of homes.

C. SIGNS - A home owner may place one commercially printed sign not exceeding eighteen (18") by twenty-four inches (24") in one of the home owner's manufactured home windows advertising the home being "For Sale". Such sign must be in good taste and must be approved by Community Management. Such approval shall not be unreasonably withheld. No banners are allowed on the premises.

D. OPEN HOUSES - Open houses may be held for the selling of a home. One tasteful, commercially printed sign of similar size to the "For Sale" sign may be placed at the main entrance to the community on the day of the sale, and such sign must be removed by the end of the day. One additional open house sign may be placed in the yard at the home on the day of the sale, and such sign must also be removed by the end of the day.

19. REALTORS.

All realtors that are listing homes, showing homes and selling homes in the Community, must first be approved by the Community Owner. Qualifications to be approved as a realtor in the Community shall include past and present Realtors and their Agents and will be as follows:

A. Complete a Realtor Application which includes Realtor and all agents of the Realtor that will be in the community to submit to a Criminal Background check, provide a copy of their realtor license and insurance, and sign an acknowledgment to abide by the Community Rules and Regulations including but not limited to signage, fair advertising and marketing practices, and professional behavior with residents, guests, and employees in the Community.

B. Denial or Retraction of Realtor approval in the Community may be based on past infractions or present and future infractions, including but not limited to the following:

(1) Realtor or its Agent fails to submit and or gain approval of the Realtor Application by the Community.

(2) Realtor or its Agents background check revealing any felony conviction or more than two misdemeanors that may show a propensity toward health or safety concerns for residents, guests and or employees in the sole discretion of the Community.

(3) Realtor or its Agent has any past or recent Felony conviction of violence or illegal Drugs.

(4) Realtor or its Agents License or insurance certificate is not in good standing.

(5) Realtor or its agent has two or more written violations in the Community.

(6) Relator or its agent has been trespassed from any part of the Community by a resident and or the Community.

(7) Realtor or its agent serving alcoholic beverages in the Community as part of any open house or home showing.

(8) Realtor or its agent engaging in deceptive practices with residents, potential residents, employees, or subcontractor of the Community.

(9) Realtor or its agents using abusive or threatening language toward a resident, potential resident, employee, or subcontractor of the Community.

(10) Denial or retraction of approval of the Realtor and or its agents may include both the realtor and all of its agents and may be for a stated time frame or for a stated cure requirement and or may be permanent in the sole discretion of the Community.

20. MAINTENANCE

A. **LAWNS AND HOME** - Home owners are responsible for maintenance of their lawns and landscaping including mowing, trimming, and edging. Residents are responsible for watering and fertilizing all landscaping on their individual home sites, including but not limited to, shrubbery, flower beds, trees, lawn, etc. Home exteriors are to be kept free from mold. Community Management may keep a lot or home from creating an unsightly appearance by performing resident's duties, at resident's expense, if resident fails to perform his responsibilities. In the case of a home with an unsightly appearance as determined in the sole discretion of Community Management, Community Management may have the necessary work performed at resident's expense, if resident fails to perform his responsibilities. Community Management will notify the resident by personally visiting the home owner or by sending documented material to the resident. The resident will have two weeks from notice of the violation to do one of the following:

- (1) Bring home or lot into compliance with Community standards; or
- (2) Arrange with Community Manager for an adequate remedy.

Failure to comply with either option above will result in Community Manager hiring a licensed professional or assigning staff at an hourly rate to bring the lot or unit into compliance at the resident's expense. The current rates for these services are located in the office.

B. **REFUSE** - Burning or dumping of trash, garbage, and trimmings is not permitted. Such material must be placed in garbage containers. Garbage containers must be securely closed at all times and stored in an inconspicuous location on the lot until they are placed curbside for pickup. Removed palm fronds, tree limbs, and trimmings will be picked up by the disposal company. They must be placed in a garbage container, bagged or bundled, and tied. Garbage or yard waste may not be placed on the street the night before scheduled trash pickup. Violations of this rule will result in Community staff removing the items and charging the resident for such violations. The use of wood burning devices such as Chiminea and Fire Pits are prohibited on your lot.

- (1) Limbs must be tied in bundles, none over 3 feet in length
- (2) Cardboard boxes must be broken down flat; any items falling under one or more of these three categories must be disposed of properly and promptly by the Resident outside of the Community.
- (3) Loose items such as trash cans, water hoses, building materials and similar outdoor equipment are to be properly stored indoors and out of view. Items such as, but not limited to, sanitary napkins, condoms, metal, rubber, clothes, plastic, paper towels, fabric, grease, disposable diapers, tampons (including those labeled "flushable"), and the like are not to be disposed of in home or Community toilets or drains. Expenses of purging stoppages of sewer lines of such or similar foreign objects shall be the burden of the home owner who occupies the space from which the foreign object originated.

(4) The waste disposal company or Indianwood employees will pick up trash according to their own schedule and rules. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection. It is the Resident's responsibility to remove any trash the garbage company will not handle.

(5) Home owners, their guests, agents, invitees or other occupants are prohibited from generating, manufacturing, storing, treating, discharging, releasing, burying or disposing on, under or about the leased site, or any area in the Community, and from transporting to or from the leased site or other area of the Community any hazardous waste.

21. PETS

A. GENERAL

(1) Pets are permitted with prior written permission of Community Management.

(2) A maximum of two (2) INSIDE pets are permitted. Only true household pets are permitted. 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. As such, written approval from Community Management must be obtained as to any dog which is to reside in the Community, and such approval must be obtained PRIOR to the time the dog is actually brought into the Community. Pets discovered in the Community not having been first approved by Community Management are a violation of these rules and regulations, and pet owners may be subject to eviction pursuant to the applicable provisions of Chapter 723, Florida Statutes.

B. DOGS

(1) Except those breeds listed above, and mixes thereof, dogs for which immunization and licensing in compliance with the County Animal Control Ordinance (or other comparable municipal ordinance accepted by county Animal Control) are current and are maintained current, may, in the sole discretion of Community Management, be approved by Community Management for residence in the Community provided that their behavior does not in any way become a nuisance to neighboring residents. Evidence of such immunization and licensing must be on file with Community Management before a dog may be brought into the Community. Applicants for residence in the Community and home owners in the Community who wish to acquire a dog must provide evidence of such immunization, licensing, and size with picture to Community Management before bringing the dog into the Community.

(2) Dog owners applying for residence in the Community are required to demonstrate full control of their dogs(s) and its acceptable behavior. Evidence of formal obedience training by organizations operating to American Kennel Club standards, or equivalent, while not required, will be favorably considered. Any pet which in the sole judgment of Community Management threatens the health, safety, or right to peaceful enjoyment of the community by other residents, must be removed from the Community.

(3) Dogs must be kept inside the manufactured home except when taken outdoors on a leash for reasonable outdoor exercise periods. Leashes can be no longer than 8 ft. Dogs may be walked on the dog owner's lot, roadways in the Community, and the common areas of the Community. No pets are permitted in the recreational facilities and buildings. When outside the confines of the home, all droppings must be immediately removed by the resident. Drainage ditches, waterways, easements, or storage areas are not to be used as waste depositories. In no event may a dog be permitted to trespass on another resident's property.

(4) Dogs shall not, under any circumstances, at any time, be caged, fenced, tied or otherwise left restrained but unattended outside the manufactured home of the dog's owner.

(5) Sustained barking by any dog for three (3) minutes or more at any time of the date or night constitutes unacceptable dog behavior.

(6) Community Management will monitor dog owners' compliance with all of the foregoing rules and will investigate any and all written complaints concerning dogs from any neighboring resident. When a dog owner is determined by Community Management to be out of compliance, the dog owner will immediately be given written notice of such non-compliance by Community Management in accordance with Chapter 723, Florida Statutes, which may lead to eviction for noncompliance under these rules and regulations. Indianwood Golf & Country Club is a dog-friendly community. Service animals are exempt from the above rules other than those dealing with behavior.

C. CATS

(1) Domestic cats, for which immunization and licensing in compliance with County Animal Control Ordinance (or other comparable municipal ordinance by County Animal Control) is current and is maintained current are permitted. Applicants for residence in the Community and residents in the Community who wish to acquire a cat must provide evidence of such immunization and licensing to Community Management.

(2) Cats must be kept inside the manufactured home except when taken outdoors on a leash for reasonable outdoor exercise periods. Cats may not be allowed to run loose outdoors.

(3) Cats shall not, under any circumstances, at any time, be caged, fenced, tied or otherwise left restrained but unattended outside the manufactured home of the cat's owner.

(4) Two (2) cats shall be permitted in any manufactured home, but no home may possess more than two (2) pets in total.

(5) Sustained howling by any cat, which is audible outside the manufactured home for three ~~35~~ 3 minutes or more at any time of the day or night constitutes unacceptable cat behavior.

(6) Community Management will monitor cat owners' compliance with all of the foregoing rules and will investigate any and all written complaints concerning cats from any neighboring resident. When cat owners are determined by Community Management to be out of compliance, the cat owner will immediately be given written notice of such non-compliance, in accordance with Chapter 723, Florida Statutes, which may lead to eviction for non-compliance under these statutes.

D. BIRDS

(1) Pet birds whose singing or other noises are not audible outside the owner's manufactured home are permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.

(2) Community Management will monitor all bird owners' compliance with the foregoing rule and will investigate any and all complaints concerning birds from any neighboring resident; and when bird owners are determined by Community Management to be out of compliance, the bird owner will immediately be given written notice of such non-compliance, in accordance with Chapter 723, Florida Statutes, which may lead to eviction for noncompliance under these statutes.

E. OTHER

(1) No other agricultural or wild animals or exotic creatures such as iguanas, snakes, ferrets, etc. are permitted in the Community.

(2) There will be absolutely no feeding of wild, stray, or non-domesticated animals in the Community. Local ordinances and State laws prohibit the feeding of alligators due to safety and environmental reasons. Violations of this rule will be considered non-compliance subject to all provisions of F.S. 723, and violators of this rule may be subject to eviction under the applicable sections of Chapter 723, Florida Statutes.

22. VEHICLES

A. **PARKING** - Motor vehicles of residents or guests are not to be habitually parked in the street or on the lawns and no overnight street parking is allowed. Motor vehicles are to be parked under the carport, or on the resident's driveway. Parking spaces at the Community parking lots, clubhouse and recreation hall cannot accommodate overflow parking from homes. Additional parking at the community parking lots, clubhouse and recreation hall is available by permit only at the discretion of Community Owner.

B. **RV'S** - Recreational vehicles, boats, and or trailers of any kind may not be parked in the Community. You may, however, park a recreational vehicle at the home site but it may not be there for more than twenty-four (24) hours at the home site and no more than (48) forty-eight hours total between the home site and the overflow parking area. RV's should not be parked on the street where another motor vehicle is already parked in the street across from it.

C. **TRUCKS** - No vehicle over the gross payload weight of one ton or greater will be allowed to park overnight in the Community. Commercial vehicles must be parked at the home owner's residence.

D. **MOTORCYCLES** - Motorcycles or motorbikes may be driven in the Community only if they are safely ridden, are within the 15 MPH speed limit, and do not emit excessive noise.

E. **GOLF CARTS** - Golf carts are permitted. All drivers of golf carts must be a minimum of 16 years of age. Golf carts driven at night must have headlights and taillights. Golf carts may not be parked on the grass except at the Clubhouse and Recreation Hall during scheduled events. Carts must adhere to the speed limit.

F. **INOPERATIVE VEHICLES** - No junk, inoperative, or unlicensed vehicles may be used or parked in the Community at any time. No vehicles of the ORV Type are to be driven in the Community.

23. MAIL

All mail will be delivered to the mail boxes located near the recreation hall or in the clubhouse mailroom.

24. INSURANCE

Home owners are recommended to obtain and to maintain liability insurance; homeowners' insurance; and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the home within this Community, or from occupancy of such home while it is in the Community. Home owners shall hereby be liable for and shall defend, indemnify and hold harmless, its affiliates and their officers, directors, employees, agents, and assigns from all personal injury or property damage. Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a home owner's lot or within a home owner's home, or for reimbursement to the home owner for the loss of the home or personal property. Violation of this rule shall not be grounds for eviction under Chapter 723, Florida Statutes, of any resident in the Community as of the effective date of this rule. However, a resident who purchases an existing home in the Community or otherwise establishes a new tenancy after the effective date of this rule shall be subject to eviction under Chapter 723, Florida Statutes, for failure to comply with this rule in its entirety.

25. SPECIAL EXCEPTIONS

Community Management reserves the exclusive, unrestricted right to grant special exceptions to these Rules and Regulations when, in the exclusive opinion of Community Management special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular resident or residents, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other residents in the Community. For example, variances to these Rules and Regulations may be granted due to space limitations, design considerations, in case where the intent of a Rule or Regulation is met but not the specific requirement, or in such other circumstance where the exception will not disturb the quiet enjoyment of the Community by other residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

26. LOT RENTAL AGREEMENT TERMS AND CONDITIONS. Written Lot Rental Agreements will be required of all residents prior to occupancy and will be offered to each existing resident on the anniversary date of all other Lot Rental Agreements in the Community. All Lot Rental Agreements will have a term of at least one year with the exception of the first Lot Rental Agreement entered into by a new Resident. Upon reaching the termination date the Lot Rental Agreement shall automatically be extended for an additional period of one year and for additional one-year periods thereafter, unless the Tenant shall notify Community Management in writing not less than thirty days prior to the lease expiration date of Tenant's intention to vacate the premises. Thereafter, multiple year agreements may be offered to Tenant. Tenant is subject to the same terms and conditions as Tenants who have executed Lot Rental Agreements. Tenant shall not assign the Lot Rental Agreement, or any interest therein.

27. DEFAULT AND EVICTION -

Regarding eviction for disturbance of the quiet enjoyment of the Community, section 723.061(1)(c)1 provides:

- (1) Community Owner may evict a mobile home owner, a mobile home tenant, a mobile home occupant, or a mobile home only on one or more of the following grounds.
- (2) Violation of a park rule or regulation, or this chapter.

For the first violation of any properly promulgated rule or regulation, rental agreement provision, or this chapter which is found by any court of competent jurisdiction to have been an act that endangered the life, health, safety, or property of the Community's residents or employees or the peaceful enjoyment of the mobile home Community by its residents, Community Owner may terminate the rental agreement, and the mobile home owner, tenant, or occupant must vacate the premises within 7 days after the notice to vacate is delivered.

Based on this provision, any act or omission which endangers the life, health, safety, property or peaceful enjoyment of Community Owner or the occupants thereof may result in termination of residency and of the mobile home owner, tenant, or occupant. Furthermore, a material breach of the provisions of the Lot Rental Agreement may be grounds for initiation of eviction proceedings under section 723.061, Florida Statutes. If notice of a violation of a Community rule or regulation is given within 30 days of the date of the violation, a second violation of that same rule or regulation within a twelve (12) month period shall constitute grounds for the initiation of eviction proceedings. However, a second notice is not required if the violation involved endangerment of the life, health, safety, property or peaceful enjoyment of Community residents of Indianwood Golf & Country Club.

28. ENFORCEMENT OF RULES

Enforcement of these rules is the responsibility of Community Management. It is the responsibility of all residents to report all concerns to the office and complete a Report.

29. ENFORCEMENT PROCEDURE

Community Management and the residents have the responsibility of obeying Community rules. Violations cited by Community Management will be logged by Community Management (date, time, and party citing) and dealt with ASAP. Resolution or action taken by Community Management will be logged and a copy of the log given to Community Owner.

Resident will have two weeks to comply with rule(s) or petition in writing to Community Management requesting a grievance hearing with the Community Management (written petition must contain rule(s) objection).

30. USE OF RECREATIONAL FACILITIES

All private party activities for the Clubhouse must be scheduled (30) thirty days in advance and approved by the Community Management. Private parties are not allowed in the Recreation Hall. Private parties at the Clubhouse must be for the direct benefit of Community residents or immediate family. Resident must be in attendance at all times and if resident is found to not be at the event it could result in forfeiture of deposit. A deposit as specified on the application form is required to reserve the Clubhouse. The deposit will be refunded if the facility is left clean. The cost of repair of any damage, or required cleaning, will be deducted from the deposit. The requirement for a deposit and (30) thirty day notice is waived for Resident memorial services. A then current fee is required for each additional facility key/keycard issued. A maximum of two (2) keys/keycards per household may be issued. Loss of key/keycard is to be reported to Community Management immediately.

31. SWIMMING POOL

(1) Identification (ID's) will be issued for each permanent home owner, Resident. Additional ID's for Guests may be obtained at the Community office. A charge of the then current rate 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.

(2) All Guests under the age of twenty-one (21) must be accompanied by a home owner or resident to whom the key/keycard has been issued, or the Member's or Home Owner's responsible designee over age twenty-one (21) while at the pool.

(3) The Clubhouse, Recreation Hall, and swimming pool hours shall be set by Community Management and may be restricted due to emergency, repairs/improvements, laws, and regulations of Federal, State, and local government. Hours that the pools are open will be posted at each pool.

(4) Running on decks is not permitted.

(5) Pushing and horseplay or roughness is not allowed.

(6) Wet bathing suits are not allowed in Clubhouse or Recreation Hall, only in restrooms. Bathers must dry off before entering building. Footwear must be always worn in buildings.

(7) No shorts, cut-offs, or diapers (except for commercially available swimming diapers), will be allowed in the pool.

(8) No glass containers or alcoholic beverages of any kind are allowed on pool decks or in pools.

(9) Children under eighteen (18) years of age are only allowed to use the Recreation Hall pool. If that pool is closed, then children may use the Club House pool at days and times established by the Community Management. All Guests under the age of twenty-one (21) must be accompanied by the Member or

Home Owner to whom the key/cardkey has been issued, or the Member's or Home Owner's responsible designee over age twenty-one (21).

(10) Only raft or floats designed for single person use are permitted.

(11) No smoking or vaping in pool area.

ALL RULES AND HOURS OF OPERATION POSTED AT THE POOLS ARE TO BE COMPLIED WITH.

32. SALE OR CLOSURE OF PARK. Community Owner has the right to sell the Community subject to the requirements of Chapter 723, Florida Statutes, and the right to close the Community after January 1, 2073.