

Rec. 123.0

DECLARATION OF RESTRICTIONS,
RULES AND REGULATIONS
OF
HERITAGE VILLAGE (A MOBILE HOME SUBDIVISION)

Restrictions, Rules and Regulations are necessary in order to have an attractive mobile home subdivision that all unit owners can be proud of. Therefore, the Board of Directors of Heritage Village, Inc., who represent the owners of the subdivision, have established and will enforce these Restrictions, Rules and Regulations. The cooperation of all owners, their tenants, and other invitees, (hereinafter called residents) and their guests, in complying with these Rules will make this mobile home subdivision a pleasant, safe and desirable place in which to live.

I. DEFINITIONS

- A. ASSOCIATION - refers to Heritage Village Master Unit Owners Assoc., Inc.
- B. MEMBER - Any person, corporation or other legal entity owning a mobile home unit.
- C. RESIDENT - Residents are owners, tenants and their invitees.
- D. RENTERS - A non-member who is renting a member's unit, either directly from a member or through the office.
- E. RECREATIONAL FACILITIES - This includes, but is not limited to the clubhouse, clubhouse grounds and any facilities thereon.
- F. SUBDIVISION - This means Heritage Village, a Mobile Home Subdivision including all common grounds and recreational facilities.

II. SITES

A. MOBILE HOME SITES AND MOBILE HOME RESTRICTIONS: GENERAL INSTALLATION REQUIREMENTS AND SETBACKS - Each mobile home site shall be occupied exclusively by not more than one mobile home, which must be a factory constructed conventional double or single wide mobile home. Each such mobile home must be modern, commercially manufactured, presentable in appearance and in good repair. The Association reserves the right to inspect and approve each mobile home before it is installed. Each mobile home must be anchored with approved tie downs, as required by law. All mobile home attachments must be located on a concrete slab which shall not exceed 1,500 square feet. Each mobile home site shall have a 5' front setback line, a 5' side setback line on each side, and a rear setback line either along the utility and drainage easement as shown in the subdivision plat or 5' from the rear lot line, whichever is greater. The Association may, in certain instances, alter setback requirements. No mobile home, utility building or other structure shall be located between the setback lines and the mobile home site border. County subdivision and mobile home zoning ordinances must be complied with and prevail if in conflict with this provision.

Free standing utility sheds may be placed on the mobile home unit, however, in no event shall they exceed 80 square feet. They must be properly anchored. All free standing utility sheds must be approved by the Association prior to being placed on the mobile home unit.

Storage sheds shall have a 30 foot front setback line, 10 foot back setback line and 5 foot side setback line.

Unless prior written approval is obtained from the Association, docks shall not extend into the lake. Docks shall not extend into the waterways or cause a danger or impairment to boat navigation.

Boat docks shall be constructed of:

1. Grade 2 or better pressure treated pine, or
2. Comparable quality lumber or aluminum, erected parallel to the water.

Docks shall not be more than three (3) feet above the highwater mark, as established by the Association. Docks shall be no less than three (3) feet and no more than twelve (12) feet in width, including patio areas. The docks and lifts must be constructed and maintained so as to be presentable in appearance and in good repair. Poles or posts shall be no less than 4 inches by 4 inches if square. Poles or posts shall be no less than 5 inches diameter if round. Poles or posts shall be spaced no more than 8 feet on center and anchored at least 18 inches in the ground. Poles and posts shall utilize bolted stringers 2 inches by 8 inches minimum and dock boards of 2 inches by 6 inches minimum. The five (5) foot side lot setback requirement applies to docks and boat lifts.

A minimum 1/4 inches to 1 foot scale drawing of the dock being constructed must be delivered to the Association at least ten (10) days before construction begins. Any required changes will be delivered in writing to the unit owner or posted on his front door within seven (7) days of receipt of the plan.

No non-commercial boat lifts or any roof or canopy of a permanent nature shall be installed without prior approval of the Association. Approval will not be delayed or unreasonably withheld following receipt of the request and plan, as specified above.

All carport roofs must be of pre-finished aluminum. All skirting must be pre-finished aluminum or vinyl. Only earth tones in harmony with other mobile home sites may be used. All concrete slabs must be at least 4 inches thick. No fences are allowed. Any and all other improvements must be approved. All installations and color selections must be approved by the Association before construction.

B. INSTALLATIONS - All mobile homes must be located on their mobile home site so that the tongue of the mobile home points to the road; so that most forward projecting portion of the mobile home touches the front setback line; and so that the most lateral projecting portion on the off-door side touches and is parallel to the appropriate side setback line. All concrete pads must be at least 4 inches thick. A standardized utility shed is allowed (permit required). If installing a carport, the carport roof of pre-finished aluminum must be attached to the mobile home. It must not be less than 8 feet nor more than 12 feet wide. Free-standing carports are not allowed. Mobile home towing tongues must be removed or skirted.

C. ALLOWABLE STRUCTURES - No structure will be placed or permitted on any site other than one mobile home capable of being connected to the sanitary facilities and electrical hook-ups and one storage shed and a "Florida Room" or screen room. (Permits required).

D. EXTERIOR ATTACHMENTS - No exterior gas tanks in excess of 30 lbs., clotheslines, television antennas (except roof mounted collapsible), basketball hoops, window air conditioners, or other exterior attachments are allowed. Central air conditioning is allowed when located in the rear of the mobile home.

E. LANDSCAPING - Members will have the right and are encouraged to landscape their site, but the location or removal of any trees, bushes, plants or shrubs should be coordinated with the Association. All trees, bushes, plants and shrubs will be kept and maintained in an attractive appearance at all times.

F. CONDITION OF SITE - Members and renters will maintain their site in a neat, clean and orderly condition and upon failure of any member or renter to maintain his site in such manner, the Association reserves the right to impose a fine upon the unit owner(s).

G. STORAGE - No outdoor storage of any kind will be permitted except as approved by the Association. To every extent possible, all personal property of any nature, including, but not limited to, toys and lawn mowers, will not be permitted to continuously remain outside where such can be seen by other members. Personal property may be stored under the mobile home if skirting is first installed. Notwithstanding the foregoing, bicycles, tricycles and all other vehicles of this nature, may be stored within the confines of the site provided they are maintained in a neat and orderly condition.

H. PERMITS REQUIRED - To ensure conformity with prevailing laws, proper landscaping/structure symmetry and park safety, certain prior Association concurrence will be necessary. Also, park permits will be necessary prior to applying for a county permit. Included, but not limited to these, are:

1. Mobile home installations;
2. Florida or screen rooms or additions;
3. Any major landscaping project, deck, patio, storage shed or lawn building or above-ground planter;
4. Re-roofing, repainting or major alterations;
5. Electricity or plumbing installation or repairs;
6. Utility sheds.

If in doubt what requires prior consent, it is the member's responsibility to contact the Association office.

III. SECURITY REGISTRATION AND OCCUPANCY RESTRICTIONS

To insure security for all residents and to facilitate matters in the event of any emergency, each resident must be registered and must notify the Association of departure and return. Please leave a key to your mobile home with a neighbor. Guests other than overnight visitors, must be also registered. This is a mobile home subdivision. No mobile home may be occupied overnight by more people than said mobile home was originally designed to sleep, or six people, whichever is less.

IV. MEMBERSHIP

Every record fee simple owner of a parcel in this development, including the declarants, agrees to become and shall be a member of the association, provided that any person or entity who holds such interest only as security for the performance of an obligation shall not be a member. At such time as said owner no longer holds fee simple ownership of any parcel, membership in the association ceases. A copy of the Articles of Incorporation and By-Laws are attached hereto as Exhibits "A" and "B" and incorporated herein as though fully set forth.

V. NON-MEMBERS

A. GUEST OBLIGATIONS - Residents are responsible for damage caused by: (1) themselves, (2) their guests and invitees, (3) the children of the foregoing, (4) pets of any of them.

The Association may repair any such damage without notice and charge residents for the same. Visiting children must be supervised at all times. Residents must require their guest and invitees, visiting children and visiting pets to comply with these rules and regulations.

B. All non-members who are guests of a member will register at the office if the guest will be:

1. Using any of the recreational facilities;
2. Staying overnight or longer;
3. Members are responsible for ensuring the guests are properly registered and informed.

C. All non-member renters, whether renting a unit directly from a member or through the office will register at the office.

VI. CLUBHOUSES AND OTHER COMMON ELEMENT USE

A. Rules regarding use of each facility are posted in respected area and must be observed by all users of these facilities. Recreational facilities of the subdivision are primarily for the use and enjoyment of the members; therefore, the use of such facilities by guests is limited. Guests must always be accompanied by a resident when using any recreational facility. The residents of each site collectively are allowed to have four guests use the facilities at any time.

VII. PETS

A. Cats, dogs, (under 15 lbs.) and caged birds will be the only types of pets permitted in the subdivision and will only be permitted at the discretion of the Association.

B. All pets shall be collared and currently licensed and kept under control at all times.

C. Pets must be on a leash when out of doors. When a pet is out of doors, the member will be responsible for cleaning up after the pet.

D. Barking dogs in or out of the home will not be tolerated.

VIII. VEHICLES, BOATS AND TRAILERS

A. All motor vehicles must be parked entirely upon the member's site, but off of the lawn. No street parking will be allowed at any time except for normal deliveries and pick-ups.

B. There will be no crippled, disabled or unsightly vehicles or boats.

C. No commercial vehicle or boat will be parked in or about the park without the consent of the Association except for delivery purposes or service work.

D. No major maintenance or repair of motor vehicles, boats, boat engines or trailers will be permitted while such vehicles are located within the park.

E. Trucks over one ton or RV's will be parked off of the site.

F. No more than one boat up to 25' in length on a trailer suitable to transport the boat on a public highway shall be allowed on each unit.

IX. DRIVING AND TRAFFIC

A. Operators of motorized vehicles within the subdivision will be at least 16 years of age.

B. Pedestrians have the right of way over all vehicles. Bicycles have the right of way over motor vehicles.

C. Quiet motorcycles will be permitted only as transportation in and out of the subdivision by the shortest possible route.

D. All will be expected to observe the posted speed limit (10 mph). Speeding will not be tolerated. In the event that a member or guest fails to observe the speed limits, the Association may prohibit such individuals from operating a motor vehicle within the confines of the subdivision.

X. LAUNDRY

A. Outdoor laundry drying will not be permitted in the park, except for the umbrella type clothesline located to the rear of the Mobile Home and obscured from view from the road to the maximum extent possible.

B. Clotheslines are not permitted.

XI. GARBAGE AND TRASH

A. Dumpsters are provided for garbage/trash disposal.

B. The throwing or placing of garbage, refuse, trash, stumps, debris or other matter within the subdivision or upon any abutting property or upon any other property as may be owned or utilized by the Association is strictly prohibited.

C. All garbage and trash will be sacked or securely wrapped and placed in an approved container which must be kept tightly closed and will be maintained in good condition.

D. Sanitary napkins, kleenex, paper hand towels and disposable diapers are not to be flushed down the toilet and any member or non-member causing a blockage or backup in the sewer line leading from a site will be responsible for the cost of cleaning or repairing said sewer line.

E. No trash or garbage will be burned upon any site or upon any property abutting the subdivision.

XII. MAIL AND MESSAGES

A. MESSAGES - If a member is without a telephone, a reasonable effort will be made to promptly notify an individual of emergency calls received by the Association. The Association does not assume responsibility for delivery or any message or for failure to report messages.

B. MAIL - Mail boxes may be obtained through the Association office. Other mail will be found in the clubhouse "mail room" or each member must rent a mailbox at the post office, unless the Association elects to provide mail boxes at the Association office for a fee.

XIII. TRANSFER AND SIGN RESTRICTIONS

A. USE OF SUBDIVISION - The subdivision is a residential mobile home subdivision. To ensure peaceful and quiet enjoyment of all residents of the mobile home subdivision, each resident is prohibited from:

1. Engaging in disorderly conduct;
2. Using abusive language;
3. Creating a noisy disturbance;
4. Breaching the peace;
5. Violating any governmental law, rule, regulation or ordinance;
6. Trespassing on any other resort site;
7. Doing anything that violates any other resident's rights to peaceful and quite enjoyment.

B. Commercial enterprises of any nature will not be conducted on or from any site.

C. Soliciting or peddling will not be permitted within the park without the express written permission of the Association.

D. LAWFUL USE - No immoral, improper, offensive or unlawful use will be made of a site or the subdivision and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

E. NUISANCES - No nuisance will be allowed upon the subdivision nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the park. No member will permit any use of his site or make any use of the subdivision that will increase the costs of insurance upon the subdivision.

F. MINING OR DRILLING - The mining or drilling of wells (even water wells) of any nature will not be permitted in the subdivision other than such wells as may be installed by the Association.

XIV. RESPONSIBILITIES

A. The Association will not be responsible for loss or damage caused by accident, fire, theft, or act of God, to any home or personal property left by the owner within the subdivision boundaries.

B. The Association will not be responsible for supplies or equipment brought to the clubhouse or recreation areas for private use by any resident.

C. The Association will not be liable for accident or injury of any person or property through the resident's use of recreational or common element facilities.

D. The residents avail themselves of these facilities at their own risk and assume liability for such physical damage or personal injury caused by such use.

E. Any damage to the subdivision or its facilities caused by any resident will be repaired at the expense of the individual responsible for the damage or the member whose renter or guest was responsible for the damage.

F. No person will use any property or its facilities owned by the Association or any part thereof, or any site or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association.

XV. GENERAL

A. LATE FEES AND OTHER CHARGES - General assessments are due by the first day of each month. Additional general assessments and special assessments are due as determined by the Board. A service charge of \$10.00 will be charged for all assessments not paid by the 10th day after due. A service charge of \$15.00 will be assessed for all checks returned for insufficient funds. The provisions of Bylaw V, Paragraphs 5.4 and 5.5, apply to collection of all assessments.

B. APPROVALS, WAIVERS, AND AMENDMENTS - Approval, when required, shall be granted or withheld by the President of the Association or the manager or their designated representative subject to review by the Board of Administration of the Association. Any rule or regulation may be waived in any particular instance by the Board. These rules may be amended by the Board. Such amendments shall be effective five days after written notice thereof and have been furnished to residents. An updated copy of the rules and regulations shall be maintained at the Association office and shall be open to inspection by residents at all reasonable times.

C. ACCESS TO GOVERNMENTAL AUTHORITIES - Full cooperation with governmental departments, state, county and utility is required of all unit owners to protect the health, safety and welfare of residents, invitees and guests to the subdivision, including open access to units by fire, ambulance, police and utility vehicles and personnel.

IN WITNESS WHEREOF, the undersigned officer has caused these presents to be executed as required by law on this day and year first above written.

HERITAGE VILLAGE, INC.

BY: Fern Larose
Fern Larose, President

ATTEST: Fern Larose
Fern Larose, Secretary
(CORP. SEAL)

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Fern Larose, as President and Secretary of HERITAGE VILLAGE, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of October, 1991.



OFFICIAL SEAL
LINDA WILSON
MY COMMISSION EXP
SEPTEMBER 24, 1995

Linda Wilson
NOTARY PUBLIC
My Commission Expires: (SEAL)