

**MAPLE LEAF ESTATES HOMEOWNERS' CORPORATION d/b/a
MAPLE LEAF GOLF & COUNTRY CLUB
RULES AND REGULATIONS FOR OCCUPANCY
EFFECTIVE SEPTEMBER 1, 2017**

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Maple Leaf Estates Homeowners' Corporation (hereinafter "ML") is a community, which provides housing for older persons in compliance with the Federal Fair Housing Amendments Act of 1988. At least one occupant of a home must be fifty-five (55) years of age or older.

The following rules and regulations are intended to protect the comfort, health, happiness and investment of the homeowners of ML. They may be changed, amended or supplemented from time to time when deemed reasonable or necessary by the Corporation and such changes, amendments or supplements can only be approved as permitted by Section 13.1 of the Bylaws of the Corporation. For matters addressed in the Rules & Regulations that require the corporation's approval, the General Manager may grant written approval on the corporation's behalf only after consultation with the Board of Directors at any duly called Board or Special Meeting or by a poll of the directors.

1. Definitions

For the purposes of these Rules and Regulations the following definitions shall apply:

- a) Occupant: Any person living in a Park residence who is not a guest or visitor. All occupants must be registered with the Corporation.
- b) Park: All of the lands, non-residential buildings and all the amenities contained within the property owned by ML.
- c) Seasonal Year: November 1 to October 31.
- d) Resident: Homeowners and Renters, and Special Guests residing more than 21 days.
- e) Homeowner: The listed name(s) of individual(s) registered as Certificate owner(s) and/or "tenants" as designated under Chapter 723, FS (the owners of a residence located on a non-certificate lot), the personal representative of a deceased owner's estate, and the trustee(s) of a trust that owns a Membership Certificate in ML. A spouse or other occupant who resides with a Homeowner is entitled to all the rights and privileges of a Homeowner with the exception of the right to vote at a corporation meeting. Tenants under Chapter 723, FS, are not Certificate Holders in the Corporation and are therefore not granted the right to vote at Corporation meetings.
- f) Renter: A person(s) who has a written sublease registered by the Homeowner with the Park office and pays rent to the Homeowner. A Renter may rent for a minimum of one (1) month to a maximum of nine (9) months in any consecutive twelve (12) month period; may sublease only with the written approval of the Homeowner and the Park management; and is eligible to become a member in any Club operating within the Park only during the registered stay..
- g) Special Guest: A person(s) who occupies a Park residence without the Homeowner in attendance and who does not pay rent to the Homeowner. Special Guests residing for 21 days or less are bound by all restrictions and privileges of a Guest. Individuals who reside in the Park as a Special Guest for a period in excess of 21 days in any consecutive twelve (12) month period are subject to the same rights and restrictions as a Renter, see Section 18 Non-owner Occupancy.
- h) Guest: Any person(s) who stays overnight in a residence with a Homeowner, Renter or Special Guest. A Guest may reside within the Park a maximum of thirty (30) days in any consecutive twelve (12) month period. The actions of Guests are the responsibility of the Homeowner or Renter who hosts the Guest. Guests shall not bring pets into the Park. Guests are not eligible to become members in any Club operating within the Park.
- i) Visitor: A person who is authorized to be in the Park on a given day and does not stay overnight. Visitors shall not bring pets into the Park. Visitors are not eligible to become members in any Club operating within the Park.

2. Conduct

All individuals within the Park will refrain from doing or causing to be done any act or thing that would create a disturbance or nuisance. A disturbance or nuisance shall include but is not limited to obstruction or interference with the personal property rights of others in or about the Park or with the safety or orderly and efficient operation of the Park. Homeowners shall be responsible for the conduct of invited individuals, including those invited by Special Guests, Renters, Guests, and Visitors.

3. Compliance with Rules and Regulations

In addition to all the Rules and Regulations contained herein, Homeowners and Renters shall comply with all rules and regulations as may be in effect from time to time, relating to the operation of the Park's social and recreational facilities. Homeowners shall be responsible for assuring that Renters and invited individuals, including those invited by a Special Guest, understand and comply with all Park Rules and Regulations. Renters shall be responsible for assuring that invited Guests and Visitors understand and comply with all Park Rules and Regulations.

4. Occupancy Restrictions

No residence shall be occupied by more than two (2) persons without the prior written approval of the Corporation except for Guests and Children (as provided for in Section 13 of these Rules and Regulations). One of the Homeowners or Renters must be fifty-five (55) years of age or older and no Renters can be less than eighteen (18) years of age. With the Corporation's prior written approval, Homeowners or Special Guests who are under age fifty-five (55) may stay in a residence for up to 21 days in a seasonal year for the purpose of checking on/maintaining the property.

5. Vehicle Restrictions

Bicycles, golf carts and motor vehicles shall not be driven in excess of fifteen (15) miles per hour. The rules outlined in the State of Florida's Driver's Manual shall apply to all operators of motor vehicles, golf carts and bicycles. The use of motorbikes, scooters (except those designed for use by handicapped persons), motorcycles, roller skates, roller blades, in-line skates or skateboards is not permitted in the Park.

6. Proper Attire

All individuals must wear conventional clothing in all Park areas and buildings except in the immediate pool areas. Beach and swim attire shall be permitted in pool areas, saunas and personal premises only. All individuals must wear shirt, swim jacket, or equivalent covering over their swimsuits when going to or returning from the pool areas. Rules and Regulations posted at pools, and at other facilities, are part of these Rules and Regulations.

7. Protection of Underground Utilities

In order to prevent damage to underground water, electric, cable and other facilities, extensive digging on the grounds surrounding a residence is prohibited without the specific consent of the Corporation.

8. Outdoor Laundry Drying

Outdoor laundry drying is permitted only on portable drying devices. Drying devices must be dismantled and/or removed when not in use.

9. Solicitors, Vendors, and Peddlers

Solicitors, vendors or peddlers are not permitted in the Park without the prior written consent of the Corporation.

10. Business Enterprise and Service Provider Restrictions

No individual is permitted to operate a business or commercial enterprise out of a home in the Park. However, a service provided for the sole benefit of Residents is permitted to operate within the Park at the pleasure of the Corporation. All such service providers must store business tools and materials out of sight of public view from a roadway or from the golf course. The Corporation may withdraw this permission to operate at any time with or without cause. It is the sole responsibility of such service provider to comply with all applicable laws and ordinances.

11. Rules and Regulations, Amendments and Supplements

To the extent that any portion of these Rules and Regulations, or any amendments or supplements thereto, may now or hereinafter conflict with the terms and provisions of any lease, rental and/or maintenance agreement with the Corporation; the lease, rental and/or maintenance agreement shall prevail; and whenever possible, the Rules and Regulations shall be interpreted so as to be consistent therewith. All amendments or supplements to these Rules and Regulations shall become valid after approval by the voting members, approval by the State of Florida, and followed by proper notification to Homeowners. Voting member approval is not required when amendment or change to the Rules and Regulations involves matters of health, safety, and security, or is, in the opinion of the President, an emergency administrative matter. Tenants under Chapter 723, FS must be given notice of rule changes as set out in Section 723.037(1), FS.

12. Breach of Rules and Regulations

Should a Certificate Holder and/or their Renter(s), Special Guest(s), Guest(s), or Visitor(s) or other Occupant be found to have been in breach of these Rules and Regulations, the Certificate Holder shall pay all fines, restitutions and/or remedies assessed by the Corporation in accordance with the Bylaws of the Corporation, together with reasonable attorney's fees and any other costs of collection incurred by the Corporation.

13. Children

No child under the age of eighteen (18) years shall live permanently in or go to school from ML. Children may be Guests and/or Visitors and are subject to these Rules and Regulations and to the following restrictions:

- a) An adult must supervise the activities and behavior of a child when in the Park.
- b) No child under the age of eighteen (18) years shall visit or reside with a Homeowner for more than fifteen (15) consecutive days and for more than thirty (30) days in a seasonal year. Child Guests/Visitors of Renters and Special Guests shall not reside or visit for more than fifteen (15) days in a seasonal year.
- c) No child under the age of twelve (12) years shall be allowed to ride a bicycle or tricycle on a street in the Park unless supervised by an adult. All children under the age of sixteen (16) years must wear a safety helmet while riding a bicycle or tricycle as required by state law.
- d) No child under the age of eighteen (18) years shall enter or use any sauna or whirlpool bath, the Fitness Center or Billiard Room.
- e) Children under the age of twelve (12) years, supervised by an adult, must use the swimming pool behind the CanAm Clubhouse unless the Board of Directors approves alternative arrangements for specific periods and occasions.
- f) No child under the age of sixteen (16) years is permitted to drive or steer a golf cart either alone or with an adult. A golf cart is considered a motor vehicle.

14. Pets, Emotional Support Animals, and Service Animals

The following conditions apply to pets, emotional support animals, service animals, and their owners.

- a) Only one (1) dog or cat, is permitted in any home and when such animal is outside it must be on a leash at all times.
- b) One (1) house cat, which is never permitted outside the home, is allowed in any home in the Park.
- c) Small birds that are not audible outside the home and aquarium fish are allowed in any home in the Park and their numbers are not restricted provided they do not pose a health or other risk to individuals in the Park. No other animal, mammal, reptile or any other pet is permitted in any home in the Park.
- d) A dog, with the exceptions noted in Sections 14(f) and 14(g), is only allowed in homes on the perimeter of the Park. To provide an avenue for pets and owners to gain exercise while reducing the impact to non-dog approved lots dogs may be walked only on perimeter streets or along the designated Dog Walking Route that is available on the Corporate Website and in the Park Office. Pet owners that reside on Huron Crescent or a cul-de-sac are permitted to travel to the designated route. For safety, dog walkers should always walk facing oncoming traffic and wear reflective clothing and carry a light when necessary. The

“stoop and scoop” rule must be followed and owners are responsible to ensure that such animals are not permitted to relieve themselves on the lawns of other Homeowners.

- e) Outside pet residences (i.e. doghouses) are not permitted in the Park.
- f) Emotional Support animals, as defined by the Federal Housing Act, that are required because of an individual’s disability are permitted in any home in the Park but only with the prior express written approval of the Corporation and if not evident, after the Corporation has received medical evidence that such a disability requires the assistance of a support animal. Emotional support animals must abide by pet restrictions when outside the owner’s dwelling.
- g) Service animals, as defined by the Americans with Disabilities Act, are dogs (and miniature horses where reasonable) that are individually trained to do work or perform tasks for people with disabilities. The work or task an animal has been trained to provide must be directly related to the person’s disability. Service animals are working animals, not pets, and are therefore permitted in any home in the Park and may accompany people with disabilities in all areas of the Park where members of the public are allowed to go. When a service animal is outside an individual’s dwelling it must be harnessed, leashed, or tethered and clearly identified as a service animal.
- h) Annually, all dogs and cats residing in homes in the Park must be registered with the Park office by January 15th of each year. Evidence of current inoculation against rabies must be provided.
- i) No animal of any kind including those outlined in Section 14(f) and 14(g) is permitted if such an animal is a disturbance or a threat to neighbors or others in the Park.
- j) Doberman, Pit Bull, Akita, Chow, and Rottweiler breeds are not permitted as pets in the Park.
- k) Guests and Visitors are not permitted to bring pets into the Park.
- l) Homeowners, Renters, and Special Guests are not permitted to bring pets into the Park for the purpose of caring for someone else’s animal.
- m) Except as noted above, no other animal, mammal, reptile or any other pet is permitted in any home in the Park.

15. Vehicle Identification and Parking

The following conditions apply to vehicle parking and storage in the Park

- a) All vehicles, including golf carts, must have and display current Park issued identification.
- b) Only passenger type vehicles are permitted in the Park overnight except as provided in Section 15(c).
- c) Overnight on road parking of campers, motor homes, any type of trailer, boats and boat trailers is permitted for 48 hours. Upon request, the Corporation may, at its sole discretion, permit the overnight parking of a camper, motor home, trailer or boat on a trailer, in one of the Park designated parking areas. Boats, boat trailers and other trailers approved by the Corporation may be parked in a designated storage area that has been leased from the Corporation.
- d) Individuals must park passenger vehicles in the Homeowner’s driveway if space is available. If space is unavailable, a passenger vehicle may be parked on the road in front of the homeowner’s residence for a maximum of forty-eight (48) hours during a visit. After that the vehicle must be moved to a Park designated parking area if such is available. If such designated parking area is not available, the vehicle must be moved out of the Park.
- e) No licensed vehicle shall be parked on the lawns or grassed areas. When parking on the roadway, all vehicle wheels must be on the road surface to avoid damage to lawns and sprinkler systems.
- f) To permit the free flow of emergency vehicles, parking on any road in the Park of any vehicle is restricted to the one side of the road on which one or more vehicles in the immediate vicinity are parked.
- g) The circular driveways in front of the main doors of the CanAm and Queensway clubhouses are “No Stopping” and “No Parking” areas except for passenger discharge/pickup and for the delivery of goods.
- h) The area adjacent to the handicap designated parking on the west side of the CanAm Post Office is a “No Stopping” and “No Parking” area. This area is reserved for the U.S. Postal Service.

16. Exterior Home Alterations and Appurtenances

The following conditions apply to exterior home alterations and appurtenances

- a) Only barbecues, bicycles, garden hoses, patio furniture, approved storage boxes, trash bins, recycling bins and yard waste containers may be stored or placed outside of any home or shed. Homeowners leaving ML in the spring of each year are required to move indoors all loose items, which may be moved by high winds. Homeowners in residence are required to move indoors all loose items should there be a threat of high winds.
- b) A satellite dish, no larger than minimum size authorized by the regulations promulgated by the Federal Communications Commission for installation by a detached single-family dwelling owner, shall be permitted on a home.
- c) No external alterations (including color changes or additions to a home and/or lot can be made without the prior written approval of the Corporation.
- d) Fences are prohibited on residential lot lines. Decorative fences, railings or walls around air conditioners, trash can storage areas, or gardens may be allowed. A detailed sketch must be submitted and approved by the Corporation prior to commencing construction. Maximum height to be considered is forty-eight (48) inches.
- e) The use of one temporary (plastic or rubber maid type) storage unit is permitted outside the home with certain restrictions. The intent is for the storage of trash containers and other items that cannot be placed inside the home or a shed. The storage unit cannot be of a size that a person can walk into and the overall size cannot exceed seventy-two (72) cubic feet (i.e. six (6) feet wide by six (6) feet high by two (2) feet deep). The temporary storage unit must be placed against the home or shed and must be installed with tie downs that meet the hurricane code in effect, when installed. A structure must blend aesthetically with the existing home and may not be installed without prior Park inspection and approval. No more than one storage unit may be installed on any lot.
- f) No underground storage units of any type may be installed on any residential lot within the Park.

17. Home Ownership Restrictions

No one person or cohabiting couple may own more than one home in the Park unless such multiple ownerships is approved by the Board of Directors as provided for in the Bylaws of the Corporation.

18. Non-Owner Occupancy

If a Homeowner desires to rent or have a Special Guest occupy a home, written notification must be submitted to the Park Office in advance. When Homeowners sublease to a Renter or authorize a Special Guest to occupy a residence(s) for more than 21 days the following requirements and conditions apply:

- a) The Homeowner must submit in advance an administrative fee set by the Board of Directors. This fee shall never exceed the amount allowed by Florida law and may be increased annually pursuant to a resolution of the Board of Directors.
- b) Each Renter or Special Guest shall deliver to the Park office, prior to commencing the term of occupancy, a photocopy of a bona fide personal identification that includes a name, date of birth, and photograph. Acceptable forms of identification include a driver's license or passport.
- c) The Park office will prepare and provide a list of Renters to the entry gate personnel who shall be authorized to restrict access to ML by a Homeowner during the rental term except to periodically check the condition of the home.
- d) When a home is rented the lease term must be for a minimum of one (1) month and a maximum of nine (9) months in any twelve-month period. The Homeowner is responsible for mandatory withholding tax as required by the regulations of the U.S. Internal Revenue Service and prevailing State of Florida and local sales/use taxes on rental income, as applicable. ML is bound to release full details of any rentals registered with the Corporation upon request by any federal, state or local government agency. The penalties for non-reporting of income can be substantial.

- e) When a home is rented, the Homeowners' privileges to be Club members or to use the amenities and other ML facilities shall cease and be transferred to the Renter for the duration of the occupancy with the exception of Golf Association Membership and use of the golf course, which is available on a fee basis to residents and the public.
- f) Each renter and Special Guest (staying for more than 21 days) shall be entitled to occupy a residence anywhere in the Park during three (3) seasonal years. Renters and Special Guests that desire to stay in the Park beyond the three (3) seasonal years are required to purchase a home. (This is not retroactive to those previously affected by the calendar year periods.)
- g) Individuals who have been a Homeowner and seasonal occupant for a minimum of twenty-five (25) seasonal years may apply to the Board of Directors for an exemption to Section 18(f). The Board of Directors may grant a one (1) year exemption to those who qualify. The exemption may be renewed on an annual basis upon application to the Board of Directors but is not guaranteed and is at the sole discretion of the Board.
- h) The homeowner is responsible for ensuring that the hurricane shutters are removed during non-hurricane season to enable safe egress in the event of a fire for the duration of occupancy.

19. Designated Rental Home

In cases of property that are governed by an A, B, C, D, O or OA lease where the assessment/rent is lower than the normal or market rate of our current D leases and occupancy agreements and/or the water charges or other utilities are paid or subsidized by the Corporation, and the home is rented or occupied other than by the Homeowner for a longer period of time than the Homeowner resides in the home in any calendar year, the home will be designated by the Corporation as a Rental Home.

A Rental Home designation will not be retroactive but will be applied beginning January 1 of the year following such designation. The designation will be dropped as soon as the Homeowner demonstrates physical occupancy in a calendar year for a period longer than the home is rented or occupied by individuals other than the Homeowner in that same calendar year. In the event that the Homeowner is unable to occupy the residence for proven medical reasons, the Rental Home designation shall only apply for the period that the home is rented or occupied by other than the Homeowner. At the sole discretion of the Corporation, this designation may be waived if the home is listed for sale with a licensed realtor at a price determined by either Maple Leaf Realty or a licensed realtor that has sold a minimum of three (3) residences in Maple Leaf in the past twelve (12) months to represent fair market value and there are no reasonable offers forthcoming and none have been rejected.

Homeowners of residences designated as Rental Homes are required to pay the regular monthly lease, rental and/or maintenance agreement payment and an additional rental fee to the Corporation consisting of the following:

- a) The difference between market level or top level rent for that home and the actual lease, Corporation rent and/or maintenance fee being paid each month the home is not occupied by the Homeowner, plus
- b) Water charges or other utilities paid or subsidized by the Corporation, if any, for each month the home is not occupied by the Homeowner, plus
- c) The applicable approval fees established periodically by the Board of Directors.

20. Home Maintenance

Homeowners shall maintain the exterior of their homes and grounds in a neat and attractive manner and free from debris and litter. If a residence and/or landscaping is allowed to deteriorate or become unsightly, which shall include but not be limited to failing to keep the exterior surface of the home including eaves and trim free from mildew, peeling, discoloration, fading or other damage; or it appears to be a threat to the health, well-being/safety of adjacent homes, the Corporation may cause repairs to be made and/or the home to be cleaned at the Homeowner's expense. The Corporation shall not be liable for any damage caused the home through such

repair and/or cleaning provided the service was performed in a competent manner by a licensed and insured contractor or by Park staff.

21. Moving a Home

A Homeowner shall provide the Corporation with thirty (30) days written notice prior to moving a manufactured home from the Park. A representative of the Corporation shall have the authority to oversee the removal of the home from the Park. The home site and sod shall be restored to its original condition unless other arrangements have been approved by the Corporation. If the lot is vacated prior to the termination of the current lease, rental and/or maintenance agreement, the Homeowner shall be liable for any assessment/rent until the lot is again under lease/agreement or the current lease/agreement has expired. If the site is re-let before the current lease/agreement expires, the Homeowner will receive a refund for any whole months of unused assessments/rents.

22. Use of Golf Course

Use of the golf course, the practice net, and putting green is limited to Golf Association members and individuals that have paid the required greens fee for the day of use. Individuals using the golf course must abide by the golf rules as established by the Corporation. . Persons that are not golfing may not use any part of the golf course, including the paths, between beginning of play in the morning and dusk or as long as golfers are playing the course. In the evening, following completion of play by all golfers, individuals may walk or use a golf cart only on the golf cart paths until dark. Bicycles or any other method of transportation is prohibited.

23. Club and Event Signage

To ensure the beauty of the Park is not degraded, portable sandwich board type sign holders may be used for the purpose of mounting temporary signs to advertise events. Only one portable sign holder will be permitted at each venue. Application for use of any such portable sign holder or alternate signage must be made in advance at the Park office.

24. Real Estate and Articles for Sale by Owner

For sale signage restrictions include the following:

- a) Homeowners wishing to sell a residence privately may use "For Sale" signs not exceeding eight and one-half (8-1/2) by eleven and one-half (11-1/2) inches, professionally or computer printed (no hand writing). A maximum of two (2) signs is permitted on each home. Lawn signs are not permitted. The same restrictions apply to the signs of licensed realtors. No other signs are permitted on the Homeowner's property.
- b) No articles, including bicycles, for sale may be displayed outside a home. This includes a driveway, lawn or common parking area. The only exception to this Rule is the permitted display of articles for sale outside a Corporate Building on the day before and the day of the Corporation sanctioned annual flea market.
- c) A small for sale sign is permitted on a vehicle or golf cart in a home driveway but not in a common parking lot.