

# LAZY RIVER VILLAGE RULES AND REGULATIONS – UPDATED 3/13/2025

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### 1. PURPOSE

The purpose of the Lazy River Village Rules and Regulations (hereinafter “the Rules”) adopted by the Corporation is to promote the welfare and safety of the residents and to maintain and improve the appearance, property values and reputation of Lazy River Village, Inc., hereinafter referred to as “the Village”.

The Rules have been promulgated in accordance with Chapter 719, Florida Statutes, and Chapter 617, Florida Statutes. The validity, interpretation, and performance of the Rules shall be governed in all respects by the laws of the State of Florida and Sarasota County.

The Village has adopted the Rules of the Corporation and the Board of Directors may alter, amend or repeal such Rules and adopt new Rules. Breach of a Rule shall be a default under the Master Form Proprietary Lease. Shareholders shall be notified of any changes or additions to the Rules .

## 2. Definitions

- A. Alteration/Modification Request Form: This form **must** be filed by a Shareholder prior to the start of any construction which will affect the outside of the Home (including color and attached buildings) or which will affect the Home Site (including seawalls/retaining walls, embankments, docks, landscape changes, curbing and sprinkler systems).
- B. Board of Directors of the Corporation: This term is defined in the Prospectus of the Corporation and its By-laws and is hereinafter referred to as the "Directors". The Directors are responsible for the administration of the Village.
- C. Caretaker: The person or firm hired by a Shareholder to maintain the exterior and interior of the Home.
- D. A Commercial Vehicle is any vehicle which is not owned or operated by a governmental entity, which uses special fuel or motor fuel on the public highways, and which has a gross vehicle weight of 26,001 pounds or more, or has three or more axles regardless of weight, or is used in combination when the weight of such combination exceeds 26,001 pounds gross vehicle weight. A vehicle that occasionally transports personal property to and from a closed- course motorsport facility, as defined in s. 549.09(1)(a), is not a commercial motor vehicle if the use is not for profit and corporate sponsorship is not involved. As used in this subsection, the term "corporate sponsorship" means a payment, donation, gratuity, in-kind service, or other benefit provided to or derived by a person in relation to the underlying activity, other than the display of product or corporate names, logos, or other graphic information on the property being transported.
- E. Cooperative Property: This terms means the lands, leaseholds, and personal property owned by the Village.
- F. Common Areas: This term means the portions of the cooperative property not included in the units.
- G. Unit: This term means a part of the cooperative property which is subject to exclusive use and possession. A unit may be improvements, land, or land and improvements together, as specified in the cooperative documents. An interest in a unit is an interest in real property.
- H. Common Area Facility: This term means a building within the cooperative property available to be used by Shareholders, Renters and Guests for a particular purpose or activity.
- I. Corporation: This term refers to Lazy River Village Inc., which is a Florida, not-for-profit cooperative association. The Corporation owns the land and the real property improvements located thereon the Village and governs the operation of the Village.
- J. Coverage: Is the ratio of impervious materials (roofs, concrete) to total land area. For purposes of the Village's calculations, pervious materials include grass, decorative stone/gravel, and pavers.
- K. Fee For Service: The charge billed to a Shareholder who does not comply with a notice given by Management concerning a rule violation and Management has to take the action set out in the notice.
- L. Guest: A person visiting a Home within the Village without paying money or other consideration to the Shareholder.
- M. Golf Cart: A motorized cart, either licensed or unlicensed.
- N. Home: A manufactured home structure that meets the Village's minimum sizes of at least

twenty-four (24) feet wide and a minimum of forty (40) feet in length. The height of the Home shall not exceed 13.6 feet at the peak from the sub floor. The Home must meet Florida standards for a manufactured home and is approved by the Directors.

- O. Home Site: The land surrounding a Shareholder's Home which appears to be the yard of the Home, but which is actually property owned in common with all other Shareholders. The boundary line between two (2) Home Sites is the mid-point between the two Homes.
- P. Manager: The person(s) or firm holding a current Licensed Community Association Manager ("LCAM") license and hired by the Corporation to conduct the day-to-day operation of the Village.
- Q. Renter: A person who is not a Shareholder but pays for the use of a Home and Home Site within the Village. A Renter must satisfy the requirements of the Corporation's By-laws and these Rules and must be approved by the Directors.
- R. Shareholder: A person who has purchased a Membership Certificate entitling him/her to a Proprietary Lease on his/her Home Site and an equal share with other shareholders (1/356) of the common property owned by the Corporation.
- S. Resident: A person who is not a shareholder but is a resident (not a guest) of a home.
- T. Staff: The people employed by the Directors to conduct the day-to-day activities and maintenance of the Village under the direction of the Manager.
- U. Vehicle: A car, SUV, truck, van, motorcycle, scooter, or motor home licensed and insured to be driven on public roadways and is a non-commercial vehicle as per Florida Highway Safety and Motor Vehicles, Chapter 316, Florida Statutes, and s. 320.01(25), Florida Statutes.

### **3. Anti-Discrimination/Anti-Harassment Policy**

It is the policy of The Village that discrimination against or harassment of a Shareholder, Renter, Guest, Manager, Staff or vendor because of that person's race, color, national origin, sex, sexual orientation, physical or mental disability, familial status, religion, or age will not be tolerated and may be grounds for legal action and/or termination of residency. Therefore, offensive language, derogatory comments, sexual harassment, and behavior that is threatening or abusive are not permitted, regardless of whether those behaviors are done in person, by telephone or sent in writing. Any person who observes, or has been subjected to, any form of discrimination or harassment in The Village should report such behavior to the Directors and the Manager.

### **4. The Home and The Home Site**

#### **A. Rules Applicable to All Homes and Home Sites**

1. For homes that have had exterior damage by storm, fire, vandalism, disrepair or via other means will need to be repaired in a timely fashion. All repairs shall be completed within three (3) months of the damage occurring or be subject to fining by the Association. If the process to complete repairs has commenced and continues uninterrupted within the three (3) months you will be considered in compliance. Reasonable exceptions may be granted by the Directors. The repair plans and contracts will need to be shared with the office. Alteration/Modification requests will need to be completed as well.
2. For new manufactured homes being placed on a homesite Sarasota County will require surveyors map and engineering drawing showing buildable area based on Sarasota

County regulations and the Village's Rules. The home, driveway, carport, shed, patio, and accessor buildings (screen room, lanai, porch, Florida room, etc.) all must fit in the buildable area. This needs to be submitted to the office with the Alteration/Modification Request Form. Conditional approval may be granted if not immediately available.

3. Prior to starting construction or installation of any new structure/appurtenance, driveway, flowerbed, drainage system, seawall/retaining wall, embankment, boat dock, curbing, sprinkler system, or any other improvements (including a flag pole) on the exterior of the Home or on the Home site, the Shareholder must complete an Alteration/Modification Request Form, submit it to the Directors with drawings and specifications of the project and receive prior written approval from the Directors for the proposed project before commencing the project.

4. Additionally, prior to renovating/modifying/changing the color of an existing structure/appurtenance, driveway, drainage system, seawall/retaining wall, embankment, deck, boat dock, curbing, sprinkler system, etc. on the exterior of the Home or on the Home Site, the Shareholder must complete an Alteration/Modification Request Form, submit it to the Directors with drawings and specifications of the project and receive prior written approval from the Directors for the proposed project before commencing the project.

5. If the project includes a structure that will expand the footprint of their home (new shed, lanai, carport, etc.), Sarasota County will require a surveyor's map/engineer's drawing showing the project for the site based on County code and the Village rules. These must be included in the alteration request application. Conditional approval may be granted pending the submission.

6. The Shareholder is responsible for obtaining all required permits from all government agencies.

7. For setbacks, the Village requires a ten (10) foot separation between any manufactured home, including its accessory structures and/or additions to another manufactured home, including its accessory structures and/or additions. At least half of the required space, based on Homesite (2.M.) is to be provided by the Shareholder undertaking the project. The Village also requires a twenty (20) foot setback from navigable waterway. If Sarasota County requires a larger setback, Sarasota County requirements will take precedent.

8. For setback from the street, it would be the lesser of the existing home, including accessory structures, current setback from the road or the average of the neighboring homes, including accessory structures. If Sarasota County requires a larger setback, Sarasota County requirements will take precedent.

9. Post a new manufactured home installation (covered under Rule 4.A.1. above), all projects that will expand the coverage (see Rule 2.H.) on a site (carports, all cement, sheds, lanais, etc.) must adhere to the Village's sliding scale on homesite's square footage on amount of coverage:

- a. 4,250 sq ft or less; 60 %
- b. 4,251-5,250 sq ft; 55%
- c. 5,251-6,250 sq ft; 50%
- d. 6,251-7,250 sq ft; 45%
- e. 7,251 sq. ft. or higher; 40%

Homesite square footage for the basis of the calculation will be derived from Sarasota County Appraiser (under property search).

10. Carports may be enclosed only if eighteen (18) feet of unenclosed pavement is maintained between the enclosure and the road edge abutting a Home Site.
  11. Each manufactured Home Site shall contain a concrete slab not less than ten (10) feet by twenty (20) in dimension for the carport. Such slab shall not be required until after the manufactured home is in position.
  12. The Utility Shed and/or a permitted garage must be built of wood or metal and clad in a siding the same color to the Home.
  13. An Alteration/Modification request Form, including proposed size and location, must be submitted for approval before installation for all storage units. Storage Units are to be screened from the view from the road and must be anchored.
  14. Flower boxes and/or masonry and/or simulated masonry skirting shall be required at the front of each Home. All elevated structures must be skirted.
  15. For landscaping alterations, flowerbeds, walkways, pavers, or flagpoles will require a 4-foot passageway of grass must be maintained to allow for lawn mowing of which at least 2 feet must be on your homesite.
  16. No approval is required to change the color of shutters or doors.
  17. No approval is required for the color of new Homes that are sided in the colors provided by the major manufacturers of manufactured homes including Jacobsen and Palm Harbor, however, accent colors will be limited to 100 square feet without requiring prior approval from the Board.
  18. Re-siding and/or painting of existing Homes do not require approval of the Board if the color is the same as a color provided by the major manufacturer of manufactured homes, if the color matches preapproved paint chips in the office or matches the existing color of the home.
  19. For re-siding and/or painting of existing home desiring a color not matching one of the preapproved paint chips in the office, Board approval must be obtained.
  20. Homes must comply with all applicable government laws, ordinances, and regulations, including requirements for tie-downs and blocking and for vented under-skirting.
  21. All Homes must have or retain the following appurtenances: a carport with a utility shed and vented under-skirting.
  22. All siding must have a protective edge to facilitate lawn maintenance.
  23. The Directors reserve the right to require the Shareholder to remove unauthorized structures/ appurtenances or plantings; to change colors; or to remove items at the Shareholder's expense if the project did not have prior approval of the Directors.
- B. Caretaker: A Shareholder who is not residing in his/her Home for more than fourteen (14) continuous days must notify Management in writing of the name and contact information of the Caretaker who will be responsible for the maintenance and appearance of the Home and Home Site while the Shareholder is absent. The Shareholder is financially responsible for the Caretaker's

actions or lack of action with respect to the maintenance and appearance of the Home and Home Site when the Shareholder is not residing in the Village.

C. A Shareholder will wash his/her Home, including the roof, whenever required to maintain a clean appearance. It is recommended that a Home be washed at least annually. The siding and roof must be kept free of mold and excessive dirt. If management determines that the siding and/or roof of a Home appear excessively dirty and that the Home should be washed, the Shareholder will be notified in writing by the Directors. If the Home is not washed within fourteen (14) days of the date of the notice, the Directors will have the Home washed at the Shareholder's expense. The Fee for Service will be the amount paid to the contractor who washed the Home or \$50.00 per hour if Staff washed the Home. An administrative fee of \$100.00 will also be charged. Payment shall be due from the Shareholder on the first of the following month after the service has been rendered.

#### D. Rules Applicable to the Home Site

1. The Shareholder is responsible for the appearance of the Home Site. It shall be kept neat, clean, and free of litter. Inappropriate lawn articles, open fire pits (other than propane), pools (other than small inflatable pools with the permission of the Directors) and hot tubs outside of the Home are not permitted. The appropriateness of the lawn articles shall be determined by the Directors. Laundry, including bathing suits and towels, may only be dried where it is not visible from the road and must be taken down at dusk.

2. General care of the lawn, including watering, weeding, fertilization, irrigation, and replacement of lawn by sod or by grass seed, is the responsibility of the Shareholder.

3. Lawn mowing: As this is a common benefit provided by the Corporation, no obstructions, including poles, that could prevent or make more difficult the use of commercial lawn cutting equipment are permitted on the Home Site. Any applications for lawn alterations, including curbing, must allow for four-foot mower access to mow the lawn.

4. Plantings: The Shareholder may grow plants of his/her choice within an existing or approved planter or flowerbed.

5. Trees & shrubs: It is the Shareholder's responsibility to maintain the trees and shrubs on the Home Site. Trees must be trimmed high enough to allow access by a commercial lawn mower. Dropped fruit and branches should be removed promptly. It is recommended that palm trees be trimmed at least annually but more often if seeds are dropping, or palm fronds are dead.

6. Line Locates must be called (**811**) for locations prior to digging, planting or removal of trees or shrubs.

7. Weeds, untrimmed trees, and overgrown plants/shrubs: A Shareholder that allows his/her Home Site to become unsightly due to dead plants, untrimmed trees, weeds or overgrown plants or shrubs will be notified by the Directors. If not corrected by the Shareholder within fourteen (14) days of the date when the written notice is given, the Directors will correct the problem at the Shareholder's expense. A Fee for Service of \$50.00 per hour plus an administrative fee of \$100.00 will also be charged each time the service is required. Payment from the Shareholder will be due on the first of the following month after the service has been rendered.

8. All streetlights shall be the exact type, color, and design currently in use in the Village.

Streetlights must always be kept turned on from dusk to dawn year-round. Maintenance, repair and replacement of streetlights are the responsibility of the Shareholder. If the Manager sends a written notice to a Shareholder advising that the Home Site's Street light requires maintenance, repair or replacement and the Shareholder does not take the required action within fourteen (14) from the date of the notice, the required action will be done at the Shareholder's expense. A Fee for Service of \$50.00 per hour plus an administrative fee of \$100.00 will be charged for each time the service is required. Payment from the Shareholder will be due on the first of the following month after the service has been rendered.

9. Outside storage: An Alteration/Modification Request Form, including the proposed size and location, for a new outside storage container must be submitted to the Directors and must receive the prior written approval from the Directors before its installation. Stored refuse receptacles shall not be visible from the road. Outside storage shall be limited to outdoor furniture, bicycles, golf carts and barbecues. Tools, lawn care equipment, etc., shall be stored in the utility shed.

10. Storm water runoff: The Shareholder is responsible for management of all storm water runoff at his/her Home Site. Storm water must be discharged onto a paved surface that leads either to a street, a waterway or a drainage channel or discharged into an underground drain leading directly to a street, a waterway, or a surface drain. Storm water runoff downspouts shall not be positioned to direct water to a neighbor's Home Site.

11. Outdoor TV/cable reception dishes or TV antennas shall not be placed in the Village without the prior written approval of the Directors.

12. House numbers are required at all Home Sites; must be placed on light posts; and must conform to the size and type currently being used in the Village.

13. No boundary fences are permitted other than invisible fencing and fencing necessary in the common areas. No other fencing is permitted other than decorative fencing in flower boxes.

14. Sewer Line: Unclogging the sewer from the Home to the main line is the responsibility of the Shareholder. If not corrected by the Shareholder, the Manager will send a notice requiring the sewer line to be unclogged. If the Shareholder does not unclog the sewer line within 14 days of the date when the written notice is given, the Directors will correct the problem at the Shareholder's expense. The Fee for Service will be the amount paid to the plumber/contractor who unclogs the sewer line or \$50.00 per hour if Staff unclogs the sewer line. An administrative fee of \$100.00 will also be charged. Payment from the Shareholder will be due on the first of the following month after the service has been rendered.

15. Electric service and lines to the Home are the Shareholder's responsibility. The electric meter is the responsibility of Florida Power & Light Company. The Corporation is responsible for the pedestal and the main breaker.

## **5. Outdoor Storage of Materials**

For this section, "outdoors" shall mean all areas not within an enclosed building. Improper outdoor storage of materials means an accumulation of items placed outside the Home including, but not limited to, wood; automobile parts including tires; unusable or discarded household items; inoperative or discarded machinery or equipment; derelict motor vehicles, trailers, or vessels; appliances; solid waste; junk, construction materials; landscape materials; or any other materials that may create or contribute to one or more of the following conditions:

1. Noxious odors.
2. A breeding place/habitat for vermin.
3. A fire, safety or health hazard.
4. A decrease in the value of neighboring properties.
5. A decrease in the value of the subject property.
6. A mosquito breeding area where immature mosquitos are present.

If the Manager sends a written notice to a Shareholder directing him/her to remove materials improperly stored outdoors, and the Shareholder does not take the required action within fourteen (14) days from the date of the notice, the required action will be done at the Shareholder's expense at cost plus an administrative fee of \$100.00 will be charged for each time the service is required. Payment from the Shareholder will be due on the first of the following month after the service has been rendered.

## **6. Purchasing, Renting, Selling**

### **A. Purchasing or Renting - Background Check**

At least thirty (30) days prior to closing a potential purchase of a Cooperative Unit in the Village or the start date of the potential tenancy, all potential Shareholders or Renters shall complete the Application for Residency form, which includes the required consent for a background check, and pay the application/background check fee as allowed by Florida Statute s. 719.106. After the background check is received, the potential Shareholder or Renter will be advised whether he/she has passed the application/background check screening.

### **B. Purchasing:**

If the potential purchaser of a Cooperative Unit in the Village has passed, the application/background check, the Directors will then conduct an interview using the criteria set out in Section 6 (B) below to determine whether the potential Shareholder may purchase a Cooperative Unit in the Village.

1. As required by the Cooperative documents, a potential Shareholder who intends to occupy the Home and Renters must meet the age requirements for living in a 55+ community.

That is:   a. one occupant must be at least fifty-five (55) years of age; and  
              b. if there is a second occupant, that person must be at least forty-five (45) years of age.

2. Approval will be denied at the discretion of the Directors for a variety of reasons, including but not limited to:

- a. Has a propensity to violate Rules and Regulations in the past (e.g., harassment of any kind toward other shareholders, Directors or office staff) or a felony conviction for any one of the following crimes:
  - b. Murder, Aggravated Battery, Robbery or Arson.
  - c. Any crime against the elderly (financial crimes, physical abuse, or neglect); and
  - d. Rape, sexual battery, and other sex-related crimes.

e. Any felony charge involving a victim who is a minor..

3. Service & Emotional Support Animals: The potential Shareholder must agree to comply with federal and state statutes regarding service and emotional support animals and the Village's Rules regarding Pets.

4. The potential Shareholder must agree to comply with all the Cooperative documents and Rules of the Village.

5. If the criteria are satisfied, the Directors will provide written approval of the potential Shareholder. If the criteria are not satisfied, the Directors have the discretion to approve or reject an application of a person to buy a Cooperative Unit in the Village, as set out in the Cooperative documents.

C. Length of Occupancy: Permanent occupancy of a Home, that is, occupancy for thirty (30) days or longer, is limited to a maximum of two (2) people unless the Directors have given **prior** written approval to increasing the number of occupants.

D. Number of Homes Owned: No Shareholder, including his/her co-habitant and his/her business entity, is allowed to own more than two (2) Homes in the Village at one time. A Shareholder who owns two Homes may only rent one of those Homes at one time.

E. Renting: A Shareholder may rent the home if they have the prospective renters complete the following:

1. The renter will complete the Lazy River Application for Residency, provide a copy of their Driver's License, and pay the fee required for the background check (Per Florida Statute s.719.106). These three (3) items are to be delivered to the Management office no later than 30 days prior to the start date of the potential tenancy. The renter and/or Shareholders will be advised within three (3) to (7) business days as to whether the potential renter has passed the background check. If the renter does not pass, the Shareholder may not rent the home to the potential renter. Failure to comply with this rule will result in a Fee for Service being charged to the Shareholder equal to the cost of the background check and an administrative fee in the amount of \$100.00. A fine may also be imposed. If a renter remains a continuous renter in the Village, a new background check is not required in subsequent years. If the renter misses a year, a new background check will be required.

2. The rental period must be not less than thirty (30) days, in compliance with section 509.013(4)(b), Florida Statutes.

3. The Shareholder is responsible for acquainting his/her Renter with the Rules and the Renter must abide by all rules for all Facilities. The Shareholder is financially responsible for the conduct of his/her Renter. If the Renter does not abide by the Rules, the Directors may evict the Renter. The Shareholder shall be responsible for all administrative fees, legal fees and costs arising from the conduct of the Renter and his/her eviction.

4. Upon renting a Home, the Renter will have access to all amenities in the Village. If the Shareholder owns only the Home which he/she has rented, the Shareholder will not be allowed to use any of the Village amenities while the Home is rented.

5. A Home may be rented to a maximum of two people who meet the defined age requirements where one occupant must be at least fifty-five (55) years of age and, if there is a second, must be at least forty-five (45) years of age.

F. Selling: Shareholder may list a Home for sale on the Welcome Center “Homes by Owner” list and on The Village’s website.

G. All residents, who are non-shareholders of home, must apply for Residency. The approval process will require an application which includes consent for a background check and paying the application/background check fee. After the background check, the Shareholder and/or Resident will be advised as to their approval. Often this is completed at the time of purchase (see Rule 6.A above) but can occur later as well.

## **7. Signage**

A. A Shareholder’s “For Sale” or “For Rent” signs shall not exceed 18 inches x 24 inches in dimensions and shall be limited to one (1) sign per Home Site. However, Home Sites on navigable waterways may have a second sign facing the waterway. Signs, banners, and flags must meet professional standards, with the Directors reserving the right to approve their appearance.

B. Business signs, except realtor and contractor signs, are prohibited. Contractor signs may only be placed on a Home Site during active construction or project and must be removed immediately upon completion. Realtor and construction signs must not exceed 18 inches x 24 inches in dimensions; are limited to one (1) sign per Home Site; and must be placed no more than twenty- four (24) inches off the ground or planter.

C. Advertising is limited to notices placed on the clubhouse bulletin board and/or published in the Current. Temporary road signs on Village streets are prohibited without the prior written approval of the Directors.

D. Political signs, flags and banners shall not exceed 18 inches x 24 inches in dimensions; may only be installed fourteen (14) days prior to a federal, Florida or local North Port/Sarasota County election; and must be removed the day after the election. There shall only be one (1) political sign, flag, or banner per Home Site. It must be displayed facing the road and must not inhibit lawn care.

E. Signs, banners and flags shall not contain language, symbols or graphics that are obscene or discriminatory in nature.

## **8. Seawalls, Embankments, Docks**

A. A Shareholder with a Home Site along the river, a canal or a lake who has a seawall/retaining wall must keep it properly maintained and repaired for safety and appearance.

B. A Shareholder with a Home Site along the river, a canal or a lake who does not have a seawall/retaining wall must keep the embankment properly maintained to prevent erosion and for safety and appearance.

C. No docks, pilings, lifts, davits are allowed on the shorelines of Home Sites on

landlocked lakes.

D. To ensure uniformity of appearance and that property values are maintained, any repairs to embankments and seawalls/retaining walls or building seawalls/retaining walls must have prior written approval from the Directors. **Prior to construction**, the Shareholder must obtain all required permits from government agencies; submit an Alteration/Modification Request Form, including written plans and specifications of the project, to the Directors; and obtain written approval from the Directors.

E. Maintenance, repair and replacement of Home Site boat docks, boat lifts and boat davits are the responsibility of the Shareholder. If installing or replacing any of these items, **prior to construction** the Shareholder must obtain all required permits from government agencies; submit an Alteration/Modification Request Form, including written plans and specifications of the project, to the Directors; and obtain written approval from the Directors.

F. The Directors reserve the right to require a Shareholder to remove any unauthorized Structures at the Shareholder's expense if any project is done without the prior written Approval of the Directors or if the project is not completed exactly as approved by the Directors. If the Manager sends a written notice to a Shareholder directly him/her to Remove an unauthorized structure and the Shareholder does not take the required action within fourteen (14) days from the date of the notice, the required action will be done by a contractor or Staff. The Fee for Service will be the amount paid to the contractor who removes the unauthorized structure or \$50.00 per hour if Staff removes the unauthorized structure. An administrative fee of \$100.00 will also be charged each time the service is required. Payment from the Shareholder will be due on the first day of the following month after the service has been rendered.

G. No motorized boats are allowed within the landlocked lakes. Canoes, kayaks, and radio- controlled model boats are permitted.

## 9. Payment of Maintenance Fees

A. Maintenance fees are due on the first day of each month. Payments received after the sixth day of each month are delinquent and an administrative fee of ten (10) dollars will be assessed against the Shareholder. If the maintenance fee is still delinquent on the thirtieth day of the month, a late fee of twenty-five (25) dollars shall be assessed against the Shareholder. The administrative fee and the late fee will be charged for each delinquent monthly payment, as laid out in the Amended and Restated Bylaws of Lazy River Village, Inc., Article 7.8..

B. If a maintenance fee is delinquent for more than ninety days, the Directors have the option to proceed under Florida Statute sections 719.303(3) through(6) to suspend the Shareholder's voting rights and the right to use any common area facilities until the account is paid.

## 10. Guests

A. Shareholders and Renters are responsible for making their Guests aware of the Rules of the Village and are responsible for the conduct of their Guests. Shareholders are financially

responsible for any damages to the facilities caused by their Guests or their Renters' Guests.

B. No one is permitted to stay overnight or live in recreational vehicles in the Village.

C. Guests of a Shareholder or Renter cannot stay in the Village for a period exceeding thirty (30) days per year.

1. The Directors may grant an extended stay for guests for up to four (4) months only. The approval process will require an application which includes the end date of guest visit as well as consent for a background check and payment of the application/background check fee.

a. Extended stay guests beyond thirty (30) days must meet the Village age requirements and be at least fifty-five (55) years of age and, if there is a second must be at least forty-five (45) years of age. Exceptions may be requested of the Directors.

b. Application for an extended stay guest may be denied at the discretion of the Directors for a variety of reasons, including, but not limited to: Has a propensity to violate Rules and Regulation in the past (e.g., harassment of any kind toward other shareholders, Directors or office staff) or a felony conviction for any one of the following crimes:

1. Murder, aggravated battery, robbery or arson.
2. Any crime against the elderly, including financial related crimes, physical abuse or neglect.
3. Rape, sexual battery and other sex-related crimes.
4. Any felony charge involving a victim who is a minor.

## **11. Pets, Service Animals and Emotional Support Animals**

### **A. Emotional Support Animals**

1. Emotional Support Animals are permitted throughout all of the Village cooperative property and common areas.

2. The Shareholder, Renter or Guest must provide proof of need from a licensed medical professional who is treating the patient. Proof must be registered with the Management / Office. In Florida, it is a criminal offense to provide documentation that is not from a qualified medical professional.

3. Emotional Support Animals may be walked on all roads and common areas in the Village.

4. Emotional Support Animals are not permitted within our building facilities and our enclosed pool area; Emotional Support Animals may not enter the pool.

5. Even though Emotional Support Animals are not considered pets under Federal Law, the sections under Pet section C.9. through C.13 inclusive do apply to Emotional Support Animals as well.

### **B. Service Animals**

1. Service Animals are permitted throughout all of the Village cooperative property and common areas.

2. The Shareholder, Renter or Guest must provide proof of need from a licensed medical professional who is treating the patient. Proof must be registered with the Management / Office. In Florida, it is a criminal offense to provide documentation that is not from a qualified medical

professional.

3. Service Animals may be walked on all roads and common areas in the Village.
4. Service Animals are permitted within our building facilities and our enclosed pool area when they are with the individual they are providing a service for; Service Animals may not enter the pool.
5. Even though Service Animals are not considered pets under Federal Law, the sections under Pet section C.9. through C.13 inclusive do apply to Emotional Support Animals as well.

### C. Pets

1. No pets are allowed with the exception that a Shareholder or Renter may keep as a pet in their home a caged bird, fish, a domestic cat, or a dog (if the dog resides in a designated pet section as defined below in section C.6.).
2. No more than two (2) dogs or two (2) domestic cats or one (1) dog and one (1) domestic cat may be kept in a Home at one time.
3. All dogs and domestic cats must be licensed and have current vaccinations, per Florida Statute 828.30.
4. A domestic cat is a cat that resides in the home. It cannot go outside unless it is on a leash in a pet section or is being transported by vehicle, golf cart or bicycle.
5. Certain breeds/types of dogs are not allowed as they are excluded by the Village's insurance coverage. Prohibited breeds/types of dogs are Akitas, American Bulldogs, Beaucerons, Caucasian Mountain Dogs, Chows, Doberman Pinschers, German Shepherds, Great Danes, Keeshonds, Pit Bulls, Presa Canarias, Rottweilers, Staffordshire Terriers, Wolf hybrids and guard dogs (i.e., dogs specifically trained to guard people or property). Any mixed breed of one or more of the breeds previously mentioned is also considered a prohibited breed.
6. Dogs are allowed only in the following designated pet sections:
  - a. Rarotonga Road - house numbers 102 to 157, inclusive.
  - b. Bermuda Way - house numbers 128 to 166, inclusive.
  - c. Lazy River Road - house numbers 159 to 101 inclusive for odd house numbers only and 134 to 100 inclusive for even house numbers only. This will allow Shareholders and Renters to walk around Veteran's Island. On Veteran's Island dogs shall be kept off the pavers that surround the Memorial, however, quiet contemplation with your pet is permitted.
  - d. Island Point Road - along the marina, up to but not including 104 Island Point Road.
  - e. Dogs may be transported throughout the Village by vehicle, golf cart or bicycle.
7. Only a Shareholder or Renter who lives in a designated pet section may have a Guest with a pet or temporarily board a pet. A visiting pet which exceeds the 2 pets per household rule must have Directors prior written approval, which will limit the visit to thirty (30) days per year.

8. Pets are restricted to the Shareholder's Home Site and the designated pet sections.
9. Animals must not be left unattended outside of a home. When outside the Home Site, they must be on a leash.
10. Animals must be walked on the same side of the street as the handler and must not enter onto the grassed portion of other Shareholders' Home Sites more than four (4) feet from the edge of the street. The handler must be always in control so that the animal cannot interfere with the safe travel of pedestrians, bicyclists, or vehicles. While walking one's animal the leash may only be extended six (6) feet. Walking/running an animal from a golf cart or a bicycle is strictly prohibited unless prior written approval has been obtained from the Directors.
11. Animal owners/handlers must immediately clean up pet excrement, as per Sarasota County regulations.
12. Aggressive, dangerous and/or unruly animals are prohibited. If Management receives a complaint about a Shareholder's or a Renter's animal and determines that the animal is aggressive, dangerous and/or unruly, the Shareholder and/or the Renter will be so notified in writing and will be given three (3) days to correct the situation.
13. Shareholders or Renters of barking dogs, that have been determined by the Directors to be a nuisance, may be subject to a Non-compliance Fee.

D. If a Guest violates any of the regulations under this Rule 11, the Shareholder and/or Renter will be given twenty-four (24) hours to have the Guest and/or the pet removed from the Home.

E. If a Shareholder and/or his/her Renter violates any of the regulations under this Rule 11, the procedure in Section 20 B of these Rules regarding Non-Compliance will be followed. No Shareholder or Renter shall keep chickens, turkeys, ducks, geese, swine, goats, sheep, hares, horses or other animals or fowl for any purpose.

## **12. Vehicles, Boats and Trailers**

A. In this section, the word "vehicles" (defined in Section 2, A) also includes golf carts, gators, motorized bicycles, bicycles, scooters, and tricycles.

B. The speed limit for all vehicles is FIFTEEN (15) miles per hour.

C. The Village requires drivers of golf carts to be eighteen (18) years old or older, or if under the age of eighteen (18) any golf cart operator must have a driver's permit or license.

D. All vehicles shall travel on the right side of the road and pedestrians shall walk on the left side of the road, facing traffic. Pedestrians have the right-of-way.

E. The operation of vehicles is limited to streets designated for vehicular traffic. They shall not be driven or parked on sidewalks unless it is a vehicle being used by Management, Village employees, members of the Beautification Committee or contractors in the performance of their duties.

F. Golf carts, gators, motorized bicycles, bicycles, scooters, and tricycles must be equipped with at least one (1) white light facing forward and one (1) red light or reflector facing to the rear.

Between sunset and sunrise, those lights must be turned on.

G. Go-carts are not allowed. Skateboards, roller blades and scooters are permitted only on streets designated for vehicular traffic.

H. No unlicensed or inoperative vehicle shall be kept within the Village. The Village is a “tow zone”. If Management notifies a Shareholder that such a vehicle must be removed from the Home Site and the Shareholder does not have the vehicle removed within seventy-two (72) hours of the date of the notice, the vehicle shall be removed at the Shareholder’s expense. The Fee for Service will be the amount paid to the tow truck company that removes the vehicle. An administrative fee of \$100.00 will be also charged. Payment shall be due from the Shareholder at the first of the following month after the service has been rendered.

I. A trailer which never leaves the Village is not required to be licensed or insured but the name of the owner must be prominently displayed on it when it is stored in the storage area.

J. Making minor repairs to vehicles is permitted only in the Shareholder’s driveway; must be completed within forty-eight (48) hours; and not done more than once per month. If jacks or blocks remain under the vehicle overnight, as a safety precaution the vehicle cannot be left raised more than twelve (12) inches.

K. A Shareholder, Renter or Guest shall only store his/her kayak, canoe, similar boat in the Kayak Storage area after he/she has signed a lease agreement with Management and has paid the applicable storage fee.

## **13. Parking**

### **A. Vehicle Definition**

1. All vehicles (as defined in Section 2.U. of this document), golf carts, utility vehicles (Gator), and any other motorized vehicle not defined in this document, are subject to the parking rules.

### **B. Home Site Parking**

1. Driveways and designated parking pads are for homeowners, renters, guests, and contractors working on that home site.
2. Parking pads must be next to and parallel to the driveway. Golf cart only parking pads on the side or in the back of a home site may be approved through an alteration request.
3. No one may park in a driveway or designated parking pad without permission from the homeowner.
4. Parking in the yard of a home site is prohibited unless a contractor is working at the home site. Overnight parking in the yard is prohibited unless driveway work is being done. The yard of a home site is any area not the driveway or designated parking pad.
5. The front yard area of a home site, regardless of surface area (i.e. grass, rocks, pavers) is not a designated parking area.

6. Recreational vehicles, boats or trailers may not be parked at a home site for more than forty- eight (48) hours within a calendar month. For longer periods, all such vehicles must be parked in the storage area after a lease agreement is signed with Management. If space is not available in the storage area, the vehicle must be stored elsewhere at the owner's expense.

7. Construction/contractor trailers, storage containers or dumpsters may be left in the driveway of a home site overnight only during active construction, unless the directors have given prior written approval.

8. Vehicles marked "For Sale" must be parked on the driveway or under the carport of a home site.

### **C. Street Parking**

1. Vehicles cannot park on the streets between the hours of 1:00 a.m. and 6:00 a.m. unless current driveway work is being done.

2. Parked vehicles must not block streets, delay traffic, or prevent other vehicles from traveling safely.

3. Parked vehicles must not block mailboxes and must not impede the pickup of garbage/recycling containers.

4. Vehicles may street park with two wheels (from the same side of the vehicle) on the designated yard area of a home site with the homeowner's consent.

5. Street parking of recreational vehicles is prohibited.

### **D. Clubhouse/Common Area Parking**

1. During clubhouse functions, all vehicles must be parked in designated parking spaces.

2. Street parking around the club house is limited to the common area (lakeside) on Martinique Rd and Fiji Way and two wheels (same side of vehicle) must be placed on the common area grass. Parking on the resident side is limited to the home site owner and authorized guests.

3. Recreational vehicles, boats or trailers must not be parked in a common parking area without the prior written approval of the Directors.

4. Shareholders, Renters, and Guests may park a vehicle for up to 7 days in the parking areas of the Clubhouse or Office with prior written approval from the manager. If there are special circumstances, the Directors may grant permission for a vehicle to be parked in the Office or the Exercise Room parking areas for a period not to exceed 30 days.

5. Vehicles may be parked along the wetland area opposite the marina between sunrise and sunset and they must be parked off the street. Overnight parking of boats or trailers is not permitted without the prior written approval of the Directors.

#### **E. Commercial Vehicles**

1. Commercial vehicles/trailers may not be parked overnight without the prior written approval of the Directors.

### **14. Common Area Facilities**

A. The Clubhouse, Pool, Spa, Games/Billiards Room, Exercise Room, screen rooms and other common area facilities (hereinafter referred to as either “a facility” or “the facilities”) are for the exclusive use of Shareholders, Renters and Guests. Only they are permitted to use the facilities and attend functions such as crafts, bingo, card games, dinners, dances, etc.

B. Rules posted at the facilities, including but not limited to the Pool and Spa, the Exercise Room and the Game/Billiards Room, are incorporated into these Rules and must be obeyed. The rules for the Pool and Spa, the Exercise Room and the Game/Billiards Room which you need to know before going to the facility are:

#### **1. Pool/Spa**

- a. Use of the pool and spa shall be at your own risk.
- b. Proper bathing attire is required. Swim diapers are required for all persons requiring such for reason of incontinence.
- c. A person must shower before entering the pool or spa, removing suntan products. Soap, shampoo or hair conditioner are not to be used at the shower.
- d. A person using suntan products shall place towels over chairs and lounges.
- e. Glass is prohibited inside the pool enclosure. Food is allowed **only** in the screened room. Drinks are prohibited in the pool or spa and inside the four (4) foot wet deck area, per Florida Statutes.

#### **2. Exercise Room**

- a. Only Shareholders, Renters and overnight Guests may use this facility.
- b. Use of the Exercise Room shall be at your own risk.
- c. Shareholders and Renters are responsible for ensuring their Guests comply with the posted rules.
- d. No equipment or supplies may be removed from the facility.

### **3. Game/Billiards Room and Clubhouse**

- a. Use of the game room and Clubhouse shall be at your own risk.
- b. Shareholders and Renters are responsible for ensuring their Guests comply with the posted rules.
- c. No food is allowed.
- d. Proper attire shall be worn at all times when entering common facilities. Wearing a bathing suit without a cover up or a shirt is not allowed in any indoor facility. Wearing a wet swimsuit is not allowed in any indoor facility.
- e. No permanent alterations shall be made to any facility without prior written approval from the Directors.
- f. All community equipment, including but not limited to, chairs, tables, tools, pots, pans, must be signed out before being removed from any Village facility. No community equipment shall be removed from the Village.
- g. A Bingo player must be a resident of or an overnight Guest in the Village. Florida Statute s. 849.0931(10) states that “No one under the age of 18 years shall be allowed to play bingo...”
- h. Use of the facilities by anyone who is not a Shareholder, or a Renter of the Village shall require the written approval of the Directors. It is understood that facilities may be used for political primaries and elections. Shareholders or Renters may not be denied access to those premises during the time of the function.
- i. A Shareholder or Renter using any facility for a private function must provide a \$50.00 damage/cleaning deposit with the scheduler when reserving the facility. A facility cleanliness checklist must be completed immediately after the private function. If the subsequent inspection of the facility by the Activities Team/Manager is satisfactory, the deposit will be refunded. If the inspection reveals that the cost of repairing damage to and/or cleaning the facility exceeds the deposit, the individual who reserved the facility will be billed the additional expense.
- j. Any function using the facilities must be scheduled with the Village Scheduler.
- k. All clubs, Shareholders or Renters using any Village facility shall be responsible for setting up and cleaning up of the facility on the day of the function, unless other arrangements have been given prior approval in writing by the Village Scheduler. A facility cleanliness checklist must be completed immediately after the function. If the subsequent inspection of the facility by the Activities Team/Manager reveals that additional cleaning is

required, the Directors reserve the right to assess additional cleaning fees against the club, Shareholder or Renter.

- I. Chapter 386, Florida Statutes, Part II provides that no person may smoke tobacco products or electronic cigarettes in any indoor common area of any cooperative association property. As outdoor facilities of the Village are now also “No Smoking Areas”, smoking of tobacco products or electronic cigarettes in the facilities will only be allowed in a designated “Smoking Area”.

## **15. Refuse**

- A. Shareholders must comply with the directives of Sarasota County Waste Management, hereinafter referred to as “SCWM”.
- B. Questions regarding collection of refuse should be directed to SCWM at (941) 493-4100.
- C. Refuse is not to be placed at the street before 12:00 p.m. on the day prior to pickup by SCWM.
- D. “Free” or “For Sale” objects are not to be placed at the street before 6:00 a.m. on the day prior to pickup by SCWM and are to be removed immediately if not taken by SCWM.
- E. Fallen fruit shall be disposed of quickly as it will attract rats/other vermin.
- F. Birdfeeders are not allowed as fallen seeds attract rats/other vermin.
- G. Burning leaves or any other materials is not permitted.

## **16. Mailbox**

The Shareholder is responsible for the purchase and maintenance of his/her mailbox. The mailbox must conform to the type, design, and color currently in use. It must be in good condition and be secured to an upright post. No decorations are allowed on the mailbox or post except for temporary holiday trims.

## **17. Commercial Activities**

- A. Selling and soliciting without the prior written approval of the Directors is prohibited.
- B. Yard sales are not permitted except for the two (2) community-wide yards sales held each year on the first Saturday in March and on the third Saturday in November. During these events, a resident having a yard sale must ensure that vehicle parking does not block adjacent driveways or mailboxes and that the Home Site is cleaned up immediately after the sale.

## **18. Miscellaneous**

- A. The Corporation is not liable for loss of or damage to any Home or personal property caused by accident, fire, theft, or an act of God. The Corporation is not liable for supplies or equipment taken by a Shareholder, Renter, or Guest for personal use to the clubhouse, wood shop, computer hut, maintenance building, storage yard or other common use facility.

- B. The Corporation is not liable for accident or injury to any person or property through use of the common use facilities. Shareholders, Renters, and Guests use these facilities at their own risk and assume liability for any physical damage or personal injury caused by such use.
- C. A Shareholder must have insurance coverage for liability. The Corporation may require written proof of such insurance coverage.
- D. Florida Statutes prohibit the feeding of wildlife.
- E. Loud noise or abusive language are not permitted. Between the hours of 10 pm and 8 am. Residents and Guests must be considerate of others when listening to a television, radio, stereo, etc.
- F. Shareholders and Renters should promptly report criminal activity, including vandalism of private or Village property, and suspicions of such activity to the Sarasota County Sheriff (**911**) and then to Management.
- G. Agendas and minutes of meetings approved financial statements and all notices required by law will be posted on the community's website. Some items may be emailed to Shareholders if so authorized by Florida Statutes.
- H. Drones shall not be flown over or around any property in the Village unless use of a drone has been authorized by prior written approval of the Directors. Drone use may be allowed for the Corporation's activities, taking photos for real estate listings, or recording special events. Anyone granted permission to fly a drone in the Village must comply with all FAA Regulations and fly the drone in a responsible manner.
- I. Pedestrians are to walk on the left side of the road facing the traffic and if walking at night are required to carry a working flashlight or wear reflective clothing.

## **19. Lack of Compliance with the Corporate Documents**

A. The Corporate documents of Lazy River Village Inc., as they may be amended from time to time, are the Prospectus, the Master Form Proprietary Lease, the By-Laws and the Rules and Regulations. If a Shareholder or Renter violates a provision of any of these documents, the Directors have the option of authorizing Management to send a written notice to the Shareholder and the Renter, if applicable, as set out in Section 26 of the Master Form Proprietary Lease – Notices.

B. If the violation continues for a period of thirty (30) days after the date on which the notice was mailed, of the notice, the Directors can treat the violation as an intentional, material breach of the pertinent document and can commence either a court action in equity to enforce performance or a court action at law to recover damages.

C. Upon a finding by a court that the Shareholder or his/her Renter was in violation of the provisions of the pertinent document, the Shareholder shall pay the Corporation the amount of damages, legal fees and costs awarded by the court.

## **20. Levying and Enforcement of Fines, Damage Fees, and Fees for Service**

A. Damage Fee: If an owner, resident, or renter causes damage to Lazy River property, Management will immediately invoice the relevant owner for the cost of repairs plus a \$100 administrative fee. If the damage was deemed to be intentional, the sheriff's office will also be notified.

B. In addition to the other remedies which the Corporation has if a Shareholder fails to comply with the corporate documents, the Directors may impose a Fee for Service. The Fee for Service will reimburse the Corporation for the cost charged by a contractor and/or the cost of the labor by Staff to do something which the Directors have notified the Shareholder to do to comply with the Rules. When a Fee for Service is charged, an administrative fee will also be charged.

C. In addition to the other remedies which the Corporation has if a Shareholder fails to comply with the corporate documents, the Directors may impose a Fine for violating the corporate documents to include any violation within the Master Form Proprietary Lease, Bylaws, Articles of Incorporation, Prospectus, and Rules and Regulations.. The Procedures for Fining and Enforcement have been expressly made through the Village “Resolution Regarding Standard Forms and Procedures for Enforcement and Fines.”

1. The association may levy reasonable fines for failure of the unit owner or the unit’s occupant, licensee, or invitee to comply with any provision of the cooperative documents or reasonable rules of the association. A fine may not become a lien against a unit. A fine may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph (b). However, the fine may not exceed \$100 per day, or \$1,000 in the aggregate.
2. A fine levied by the Board may not be imposed unless the Board, through its manager or other designated representative, first provides at least fourteen (14) days’ written notice to the owner and, if applicable, any occupant, licensee, or invitee of the unit owner, sought to be fined and an opportunity for a hearing before the Fines Committee, which is composed of three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.
3. The Association’s notice shall include a short plain statement of the matters asserted by the Association that constitute the violation(s) including but not limited to the specific violation alleged, and the date, time and location of each alleged violation. The date, time and place of the hearing will be stated in the notice.
4. At the hearing before the Fines Committee, the Unit Owner and/or the alleged violator may respond to the alleged violation(s), present evidence and provide written and verbal argument on all pertinent issues, as well as to review, challenge and respond to any material considered by the Fines Committee.
5. The Fines Committee will establish procedures as to how the hearing will be conducted. At the conclusion of the hearing, the Fines Committee will vote whether or not the proposed fine should be approved or rejected. The role of the Fines Committee is limited to determining whether to approve or reject the fine levied by the Board.
6. If the Fines Committee, by majority vote, does not approve a proposed fine, the proposed fine may not be imposed. If the fine is approved by the Fines Committee, the Association shall provide a demand for payment letter to the Unit Owner and/or violator issued on the date of the hearing. This written notice of fine is to be sent by mail or hand delivery, and if applicable, to any tenant, licensee, or invitee of the Unit Owner.
7. If a proposed fine levied by the Board is approved by the Fines Committee, the fine payment is due five (5) days after notice of the approved fine is provided to the Unit Owner and, if applicable, to any Occupant, Tenant, Guest, Licensee, or Invitee of the Unit Owner.

8. In the event the owner or violator refuses or otherwise fails to pay a fine, the Association may mediate if and as required and proceed with legal action in a court of competent jurisdiction to collect the sum due together with costs and reasonable attorneys' fees of the Association incurred incident to such collection action. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non- prevailing party as determined by the court.
9. Fines shall not be construed as an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be legally entitled; however, any fine paid by a Unit Owner shall be deducted or offset against any damages that the Association may otherwise be entitled to recover from such Unit Owner.

D. If an owner's account remains unpaid after (ninety) 90 days, the Directors may suspend use of all common facilities (includes owners/renters/guests) as well as suspend voting rights at any duly authorized meeting of the Directors (consistent with any delinquent account).

E. Fining Committee

1. Pursuant to Section 719.303(3), Florida Statutes, the Board of Directors has previously appointed a Fines Committee. The Fines Committee members shall serve until their removal by the Board or their written resignation. Virtual meetings via phone are acceptable.
2. The Fining Committee cannot have Director oversight beyond being appointed by the Directors.
3. The Fining Committee review process is limited to agreeing the violation has occurred and that the above process has been followed. If yes, the Fining Committee should approve the Fine.

F. Other

1. Failure or refusal of owner to accept delivery of written notification or Fine Notification does not stop the process and process will continue.

G. The Directors retain the right to pursue a legal action against the Shareholder, pursuant to Paragraphs 26. through 37. of the Lazy River Village, Inc. Master Form Proprietary Lease, as may be amended from time to time, to collect the fees and fines owed to the Corporation.