

## **TROPIC ISLES CO-OP, INC.**

A RESIDENTIAL COOPERATIVE  
1503 28<sup>th</sup> Ave. West, Palmetto, FL 34221  
In Manatee County, Florida

# **RULES AND REGULATIONS**

**Adopted by the Board of Directors November 07, 2013**

The purpose of these Rules and Regulations is to insure that your residency at Tropic Isles is pleasant and enjoyable. Many of our Rules and Regulations are based upon the requirements of Florida laws, and are subordinate to all of our other governing documents.

These Rules and Regulations contain statements of general policy and are made to benefit, not restrict, the residents and guests; and to maintain and improve the quality of life. Each owner acquiring a Unit/Lot and Dwelling is entitled to benefit from the rights and the protections conferred by the Cooperative documents. Since the Association wishes to preserve an individual owner's rights that rely on original documents and practices, it is understood that Unit/Lot and Dwelling configurations existing as of January 14, 2004, including the placement of utility buildings, plantings, planters, landscaping, and length of carport cement are acceptable and considered to be grandfathered in under these and subsequent modifications to the Rules and Regulations. All modifications, adjustments, improvements, additions, deletions, and/or construction to existing Units/Lots and Dwellings not so grandfathered, must be approved by Management prior to implementation as further described in these Rules and Regulations.

These Rules and Regulations have been established by the Board of Directors of Tropic Isles Co-op, Inc. and may be changed from time-to-time by a majority vote of the Board of Directors.



I. **DEFINITIONS:**

1.1 **Architectural Review Committee (ARC):**

“ARC” shall mean the Architectural Review Committee that makes architectural and landscaping decisions on behalf of the Board of Directors. The responsibility of the ARC is to oversee all improvements on the exterior of the Dwelling and Unit/Lot, excluding maintenance items. All requests must be made in writing by way of the standard ARC process and approved before any work can begin.

1.2 **Association:**

“Association” means the corporation not-for-profit, that owns the record interest in the Cooperative property or leasehold of the property of a Cooperative and that is responsible for the operation of the Cooperative, in this case, Tropic Isles Co-op, Inc., a Florida not-for-profit corporation.

1.3 **Board of Directors (BOD):**

“Board of Directors” or “Board”, sometimes referred to as “BOD”, shall mean the current board of Directors of Tropic Isles Co-op, Inc.

1.4 **Caregiver:**

“Caregiver” shall mean a person approved by Management for temporary occupancy of a Dwelling in the Community, whose occupancy shall terminate on the date on which the person being cared for vacates the Dwelling or the Caregiver is no longer needed.

1.5 **Community:**

“Community” is the area known as Tropic Isles Co-operative, Inc., located in the City of Palmetto, County of Manatee, and State of Florida.

1.6 **Cooperative (Co-op):**

“Cooperative” or “Co-op” means that form of ownership of real property wherein legal title is vested in a corporation or other entity, and the beneficial use evidenced by an ownership interest in the Association, and a lease or other muniment\* of title or possession granted by the Association as the owner of all the Cooperative property. (\*Document serving as evidence of the title to the property)

- 1.7 Dwelling:  
“Dwelling” shall mean the manufactured home, park model, or recreational vehicle situated on any Unit/Lot within the Community.
- 1.8 Fees:  
“Fees” including Cooperative Fee, Association Fee, Maintenance Fee, or Homeowner/Tenant Monthly Rent shall mean the monthly maintenance fee or rent due and/or common expenses paid by the Member or Homeowner/Tenant to the Association in accordance with the schedule established by the Association.
- 1.9 Governing Documents:  
“Governing Documents” shall mean the Articles of Incorporation, Master Form Occupancy Agreement (sometimes referred to as MFOA), Bylaws, and Rules and Regulations, in order of priority.
- 1.10 Guest:  
“Guest” shall mean a person whose stay at the request of a resident does not exceed thirty (30) days in a twelve (12) month period. The Association may, at its sole discretion, grant permission to extend the stay of a guest beyond thirty (30) days in any twelve (12) month period. Duly authorized caregivers are not considered Guests.
- 1.11 Homeowner:  
“Homeowner” shall mean the owner or owners of a Dwelling in the Community who is not a Member/Shareholder, but who pays lot rent to the Association.
- 1.12 Management:  
“Management” shall mean the Board of Directors and/or any entity vested with authority by the BOD to carry out or to exercise a portion of the Board of Directors’ responsibility.
- 1.13 Manager:  
“Manager” shall mean the licensed professional Community Association Manager(CAM) employed by the Board of Directors and the Association to manage the Community.

1.14 Member or Shareholder:

“Member or Shareholder” shall mean the person or persons owning a Membership Certificate (sometimes referred to as a “Share Certificate”) issued by the Association, pursuant to the Articles of Incorporation and the Bylaws.

1.15 Recreational Vehicle (RV):

“Recreational Vehicle” shall mean a vehicular-type portable structure without permanent foundation, which can be towed, hauled, or driven and primarily designed as temporary living accommodation for recreational, camping, and travel use, including, but not limited to, travel trailers, truck campers, camping trailers, and self-propelled motor homes.

1.16 Resident(s):

“Resident or Residents” shall mean Shareholders, Homeowners, Apartment Dwellers, Tenants, and Sub-tenants. Residents of TIPOA (Tropic Isles Property Owners’ Association) shall be included as Residents for purposes of this definition.

1.17 Tenant or Sub-tenant:

“Tenant” or “Sub-tenant” shall mean an occupant of a dwelling in the Community for more than thirty (30) days.

1.18 Unit/Lot:

“Unit” or “Lot” (Units or Lots, RV Unit or Units, and Site or Sites) shall refer to any home site within the Community as shown on the Plot Plan of Units in the Master Form Occupancy Agreement (MFOA), which is subject to exclusive use and possession of the Member.

## II. RESIDENCY IN THE COMMUNITY

2.1 It is the intent of the Association that the Community be operated as "Housing for Older Persons" within the meaning of the Fair Housing Amendments Act of 1988, 42 U.S.C. Sections 3601, et. Seq., and subsequent amendments thereto. Effective as of July 27, 2005, residency in the Tropic Isles Co-op, Inc. is restricted to persons, one of whom is fifty-five (55) years of age or who will attain the age of fifty-five years within twelve(12) months following the date of application for residency. Occupancy of mobile homes, park models, recreational vehicles, apartments, and cooperative units in Tropic Isles Co-op Inc., is restricted to persons at least one of whom is fifty-five years of age or older. All other persons in occupancy must be at least forty (40) years of age. The provisions of the foregoing sentence are prospective only and do not apply to persons who have applied for and been approved for ownership or occupancy prior to the effective date set forth above. However, if a mobile home owner, Unit/lot owner, or occupant vacates a Dwelling, the foregoing shall apply to prohibit subsequent ownership or occupancy by persons who do not meet the aforesaid minimum age requirements. The Association may grant exceptions for temporary occupancy of Dwellings in the Community to approved caregivers, which occupancy shall terminate upon the date on which the person being cared for vacates the Dwelling, or the caregiver is no longer needed.

In the event that all of the occupants of a Dwelling who are fifty-five (55) years of age or older shall vacate the Dwelling, Management may terminate the occupancy of the Dwelling by all persons under the age of fifty-five (55) years of age, if continued occupancy would result in less than eighty percent (80%) of the Dwellings in the Community being occupied by at least one person fifty-five (55) years of age or older. Surviving spouses who are under the age of fifty-five (55) years of age are exempted from this provision.

2.2 Every person desiring to become a Resident of the Community (as herein defined), must fill out an application form. Management will use the application (which will include credit and background checks) to determine if the applicant is qualified to become a Resident in the Community, a Tenant, or Member of the Cooperative. Approval is at the sole discretion of Management, but shall not be unreasonably withheld. At the time of application, the applicant must also present to Management for copying, documentation of the age of all proposed occupants of the dwelling. Documentation shall include one of the following:

- (a) Valid photo ID (i.e. driver's license, passport)
- (b) Birth certificate
- (c) Current immigration card

2.3 Management must approve or reject:

- (a) Applications for tenancy in the Community
- (b) Purchase of Membership in the Cooperative

2.4 Management reserves the right to refuse admittance to any prospective Resident on the basis of the criteria established to determine the background, character, age, and financial responsibility of prospective Members, provided however, that the Association does not discriminate on the basis of race, creed, color, religion, national origin, sex, physical disability, handicap or any other category prohibited by law.

2.5 Management reserves the right to require an application fee, not to exceed the maximum cost allowed under FS 719.106(1) (i), or FS 723, as applicable, to defray any cost connected with the screening process. The failure of any prospective Resident to provide general background information, personal references and proof of financial responsibility shall be deemed a cause for refusal of membership in the Cooperative or tenancy in the Community.

2.6 Determination by the Association that the applicant misstated or misrepresented any information on any application or entry forms required by the Association prior to admittance as a Resident of the Community, shall constitute a violation of these Rules and Regulations. The Corporation shall have all rights and remedies permitted in the Association's Governing Documents and those under Chapters 719 and 723 of the Florida Statutes, including all other applicable remedies of law.

2.7 Estoppels

The Association and its Management will provide a prospective purchaser or lien holder with information about the Cooperative required by law to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to prospective purchasers, lien holders, or the current Unit/Lot owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lien holder, other than that required by law, plus the reasonable cost of photocopying and any attorneys' fees incurred by the Association in connection with its response. This provision applies only

to Members and Shareholders and not to Homeowners who are subject to the provisions of F.S. 723.

2.8 Failure to Maintain.

Units/Lots, Dwellings, and Utilities not maintained to Association standards will be maintained or cause to be maintained by the Association at a cost to be borne by the Resident. Management shall set a reasonable fee for the work performed.

2.9 Census (Proof of HUD Compliance):

Between January 1<sup>st</sup> and March 31<sup>st</sup> of each even-numbered year, all existing Residents shall be required to provide to Management the names and proof of age of all current occupants of the Dwelling in order to maintain our 55+ status under HUD regulations. Whenever occupancy status changes, it is the responsibility of the Resident to notify the Association of such change, in order to update the Census data.

### **III. THE DWELLING**

3.1 Installation

Prior to the installation of any Dwelling, the Resident shall submit an application to Management, via the ARC, on an approved application form, providing all required information. Any manufactured home must meet all governmental regulations and Association requirements.

3.2 Elevation

The allowable elevation on any installation of a home on Association property shall not be in excess of the minimum that is required by law.

3.3 Set-Up Requirements

Newly installed manufactured homes and park models must be set up and comply with all applicable state and local laws, codes, ordinances, and the Association's governing documents. From the time the house is set on the lot, the owner has 90 days to obtain a Certificate of Occupancy (CO) from the City. For the purposes of this section, "set" means placed in its permanent location on the lot and the sections joined. Set-up shall include proper drainage between homes so as not to negatively affect the adjoining Unit/Lot.

### 3.4 Standards

All manufactured homes, park models, and recreational vehicles within the Community must meet the then current Association-established standards, respecting the maintenance of manufactured homes, park models, and recreational vehicles; as well as fire standards, health standards, and any and all other standards as further imposed by federal, state, and local agencies; particularly, but not limited to Florida Statutes 719 and 723, inclusive of the Department of Housing and Urban Development regulations.

### 3.5 Exterior

Before the installation of utility buildings, steps, porches, canopies, and other exterior accessories occurs, items must be approved by Management, via the ARC, as to the size, material, location, color and construction, in compliance with both the current City Code and Association requirements. No new structures or exterior renovations or additions to existing structures will be considered until the Resident submits drawings and specifications to Management and receives written approval to make said renovations or changes.

If it is determined that the Resident did not receive permission prior to the installation or renovation, the Management has the right to demand the removal of said renovation or addition until approval is given.

Requests may be disapproved solely on the basis of aesthetic standards established at the discretion of the Management, via the ARC. If a Resident is not doing the work themselves, the work must be completed by a licensed contractor. All work performed by either the Resident or a licensed contractor must meet current City and County Regulations, and all required permits must be obtained and displayed. Contractors must file proof of Worker's Compensation Insurance and financial responsibility with the Management.

### 3.6 Utility Buildings/Sheds, Carports, Driveways

Only one (1) utility building/shed per Dwelling may be installed and must be permanently attached, as approved by Management, via the ARC. All materials, including screening, steps, and skirting must be new materials.



### 3.7 Tie-Downs and Blocking

Dwelling tie-downs and blocking must comply with all applicable state and local laws, ordinances, and regulations.

### 3.8 Required Upgrades

All Dwellings must be upgraded to horizontal siding within one (1) year after the sale. Any other part of the dwelling which is deemed by Management to be in need of replacement due to age or deterioration, must be corrected within the same time frame.

### 3.9 Maintenance

The Shareholder or Homeowner is responsible for the overall appearance of the Dwelling. Dwellings shall be kept clean, sanitary, and in good repair as described in the Master Form Occupancy Agreement, Section 48B. The Dwelling must comply with all applicable laws, ordinances, and regulations of state, county, city, and the Association's governing documents.

### 3.10 Exterior Cleaning

The exterior of all manufactured homes, park models, and recreational vehicles must be kept clean and free from mold and mildew. Dwellings must be cleaned a minimum of once each calendar year. Dwellings not maintained to the satisfactory standards of the Association may be maintained by the Association at a cost to the Resident.

### 3.11 Painting

If the Resident intends to change the existing color, Management must approve the color. All exterior painting of existing Dwellings and/or trim must have written approval by Management.

### 3.12 Use of Dwelling and Unit/Lot

The use of the Dwelling and the Unit/Lot must be consistent with all other governing documents of the Association.

### 3.13 Removal of Dwelling from Community

Shareholders/Homeowners wishing to remove a manufactured home or park model from the Community must give the Association at least thirty (30) days written notice prior to the removal date. Shareholders and

Homeowners shall be responsible for the payment of all fees until the removal process is complete, including the removal of any concrete on the Unit/Lot if necessary, in accordance with all governmental and Association requirements. The Resident shall be responsible for any damage caused to Association property during the removal process. See Section 34 of the Master Form Occupancy Agreement and Section XV, “*Vacating the Premises*” of these Rules and Regulations, for additional rules governing the removal of a Dwelling from the Community.

### 3.14 Right of Access

The Association has an irrevocable right of access to each Dwelling or Unit/Lot when it is necessary to maintain, repair, or replace a portion of the common areas or any portion of those areas to be maintained by the Association, pursuant to the Association’s documents. The Association also has the right of access to each Dwelling or Unit/Lot when it is necessary to make emergency repairs to those areas to prevent further damage to common areas or to another Dwelling or Unit/Lot. In reference to Homeowners under FS 723.025, the Association “has no right of access to a mobile home unless the mobile home owner’s prior consent has been obtained, or unless to prevent imminent danger to an occupant of the mobile home or to the mobile home itself. Such consent may be revoked in writing by the mobile home owner at any time. The Association has, however, the right of entry onto the Unit/Lot for purposes of repair and replacement of utilities and protection of the mobile home park at all reasonable times, but not in such manner or at such time as to interfere unreasonably with the mobile home owner’s quiet enjoyment of the Unit/Lot.”

## IV. UNIT/LOT (DWELLING SITE)

### 4.1 Maintenance

The Shareholder or Homeowner is responsible for the overall appearance of their Unit/Lot including the mowing, trimming, and weeding of their Unit/Lot, with the exception of the RV Section. The Unit/Lot must comply with all applicable laws, ordinances, and regulations of state, county, city, and the Association’s governing documents.

#### 4.2 Landscaping

Any substantial plantings and/or exterior changes must be approved in writing by Management, via the ARC. Lawns and grass areas may not be replaced with shells, rocks, or any other material without prior written approval of Management.

#### 4.3 Trees

The Association is responsible for the trimming of one palm tree in the front yard of a Unit/Lot. Responsibility for the care of all other trees and plants is the Resident's. Management, via the ARC, must give prior written approval for the planting or removal of any live trees in the Community. All permits are the responsibility of the requestor. Units/Lots must be kept free of fallen fruit, dead trees, leaves, needles and shrubs.

#### 4.4 Plantings

No shrubs, trees, or flowers shall be planted so that they extend onto adjoining Units/Lots.

#### 4.5 Prohibited Plants

Any plants from the Florida Exotic Pest Plan Council Invasive Plant List (FLEPPC) shall not be allowed in the Community. This list includes, but is not limited to, Punk, Paper Bark, Melaleuca, Leucadendron, Cajuput, all members of the Rubber Tree family, including Banyan, Cuban Laurel, Weeping Laurel, Australian Pines, Norfolk Pines, all members of the Willow family, Bottlebrush, Brazilian Pepper, Ficus, all members of the Sword Fern family, Agave (Century plant), and Laurel Oak. This restriction includes any other plants that may be added to the list of plants specifically prohibited by the Management of the Association. The Management reserves the right to remove any restricted plants from the Community. Check the following website for further information: [www.fleppc.org/list](http://www.fleppc.org/list).

#### 4.6 Fencing

Fencing of yards is prohibited. Other materials which are used as a fence, border, or barrier are not permitted without written permission from the ARC.

#### 4.7 Storage

No exposed area on any Unit/Lot shall be used for storage, unless approved by Management.

#### 4.8 Outdoor Furniture

The only furniture permitted on open patios, carports, or yards is that which is specifically designed for outdoor use. All outdoor items must be removed and safely stored, or secured with tie-down straps during extended periods of absence, especially during hurricane season.

#### 4.9 Clothesline

All clotheslines, not of the umbrella type, must be approved by Management and must be placed in the rear of the Unit/Lot. No clothes shall be hung in any carport or patio.

#### 4.10 Appliances

Washers, dryers, refrigerators, or other types of appliances are not permitted on carports or patios.

#### 4.11 Driveways

Oil stains are to be promptly removed from driveways. Carport surfaces are to be kept clean and smooth. Painting of carport surfaces with oil or latex materials is not permitted. It is permissible to coat carport surfaces with a silicone acrylic concrete sealer or stain in cement gray or other color with prior written approval from the Management.

#### 4.12 Unit/Lot Numbers

All residents shall post three inch (3") lot numbers on their Dwelling facing the street, at the corner of the Dwelling closest to the carport or driveway, and according to local ordinances.

#### 4.13 Antennas and Satellite Dishes

Exterior antennas, satellite dishes and other external receivers must be approved by Management, via the ARC. The Federal Communications Commission (FCC) has established guidelines for the installation of these devices and prohibits the Association from not allowing the devices unless

they cause a safety problem or interfere with the Community's infrastructure. Because these governmental rules change from time to time with technology advances, please consult with Management prior to the installation of any exterior antenna or satellite dish.

## V. UTILITIES

### 5.1 General

Water and sewer are furnished to each Dwelling by the Association. Residents are responsible for maintaining all water lines from the shut off valve, providing water to the Unit Owner's Unit/Lot, to Unit Owner's mobile home (MFOA #48d and the 2012 Amendment). Residents will report all inside or outside leaks to the Management. Once reported, Management will determine if the Association is responsible for making any necessary repairs. Residents should make every effort to conserve water.

### 5.2 Watering Restrictions

Watering of lawns and shrubs is permitted in accordance with the restrictions imposed by the City of Palmetto, Manatee County, and the Southwest Florida Water Management District. The current restrictions are published daily in the Bradenton Herald and may be found by going to [www.watermatters.org](http://www.watermatters.org). Resident-owned irrigation systems should be properly used and maintained. Excessive water run-off into the streets must be avoided. Water conservation is encouraged.

### 5.3 Sewer

The Association is responsible for the maintenance and repair of the main sewage lines. Each Resident is responsible for maintaining all sewer connections from the Dwelling to the riser located on or about the Unit/Lot (MFOA #48d). Residents should not put grease or foreign objects into the drain or sewer system, including products not designed to be flushed.

#### 5.4 Electricity

Electricity is provided by Florida Power and Light (“FPL”) and each Resident’s meter will be read and billed directly by FPL. Each Resident is responsible for the payment of all fees and charges associated with the provision of such, to service his Unit/Lot. The cost of electricity is not included in the lot rental amount or the maintenance fee. The Association assumes no maintenance obligations with regard to such service. Maintenance of electrical pedestals, backboards, and lines (except the line from the meter to the Dwelling) are the responsibility of the Association. See Section #48d of the Master Form Occupancy Agreement and the 2012 Amendment to the Master Form Occupancy Agreement regarding “*Electricity*”.

## VI. YACHT CLUB AND AUDITORIUM

#### 6.1 Access

The Yacht Club and Auditorium are open to all Co-op and TIPOA Residents and their Guests during the posted hours of operation, except when the facilities are reserved for an approved activity. Residents may reserve the use of the Yacht Club and Auditorium when such use does not interfere with Community functions. Rental of the Yacht Club and Auditorium include the main room, kitchen, and Social Room. Reservations may be made with the required deposit up to a year in advance of the requested date. Management reserves the right to restrict anyone from the use of the facilities.

Priority for reserving the facilities will be:

1. The Associations (TI Co-op, TIPOA)
2. Activity Board sanctioned event
3. Tropic Isles Residents
4. Outside groups or individuals, subject to approval by Management.  
The President of the Activity Committee may also be consulted.

## 6.2 Facility Rental by a Resident or Non-Resident

The Auditorium and Yacht Club are available for rental by Residents and Non-residents. Check with the Office for current rates and procedures.

## 6.3 Proper Attire

Proper attire and footwear must be worn at all times in the Yacht Club, Auditorium, and Management Office.

## 6.4 Use of Equipment

All chairs, tables, or any other equipment in the Yacht Club and the Auditorium are to remain in their respective buildings, unless approved by Management. After use of any such equipment, the person making the use thereof, shall promptly restore and replace the same items to their original position. The Association will not loan out chairs, tables, or any other equipment without prior approval from the Management. Children under the age of eighteen (18) are not permitted in the Yacht Club fitness center, library, or billiards room unless accompanied by a Resident/Guest adult.

# **VII. SWIMMING POOL AND HOT TUB/SPA**

## 7.1 Hours and Restrictions

The swimming pool and hot tub/spa are private property for the use of Co-op and TIPOA Residents and their Guests only. Rules regarding the pool and hot tub/spa are posted for your safety and convenience in that respective area. The hours of operation for the pool and hot tub/spa area are seasonal and may be closed from time to time due to weather. Children under the age of 14 are only permitted in the pool between the hours of 11 AM-1 PM. and 4:00-6:00 PM. and must be accompanied by an adult at all times. Children age 14 and older are subject to the restrictions set forth in Section 10.4—“*Resident’s Responsibility*”.

## 7.2 Pool and Hot Tub/Spa Passes

All Residents and their Guests must display Tropic Isles “pool passes” when using the pool and hot tub/spa facilities. Each Resident will be issued 1 “pool pass”. Temporary “pool passes” are available at the office for Guests. Residents must sign for the pool passes for their Guests. A proper ID is required to obtain pool passes. A fee may be charged for the replacement of lost “pool passes”.

## 7.3 Proper Conduct

SWIM AT YOUR OWN RISK. There is no lifeguard on duty at the pool or hot tub/spa. Management and the Association are not responsible for accidents or injury. NO RUNNING, JUMPING, DIVING, BALL PLAYING, OR HORSEPLAY is allowed. Residents and their guests shall utilize the swimming pool and hot tub/spa pursuant to the posted rules and be considerate of the rights of others.

## 7.4 Safety Line and Equipment

The Association has installed a safety line in the pool as directed by FS 64E-9.008(3). The law requires that this safety line is to remain connected at all times when the pool is in use. Do not sit or stand on the safety line. Safety equipment, telephone and signage are provided and displayed for your safety and information. The equipment is for emergency use only. Do not play with the emergency pole and life ring.

## 7.5 Shower

The State of Florida requires all persons using a public pool or hot tub/spa to shower immediately before entering the pool and hot tub/spa. (FS 64E-9.008) No shampoo or soaps are permitted in the pool or hot tub/spa deck area.

## 7.6 Oils and Lotions

Do not apply sunscreen, oils, or lotions before entering the pool or hot tub/spa. This rule is necessary to protect the equipment and the appearance of the pool and hot tub/spa. Oils and lotions stain the tiles and pool/hot tub surface, and clog up the filters. Use a towel to protect the lounges and chairs from oils and lotions.



### 7.7 Chairs, Tables, and Lounges

Poolside tables, chairs, lounges, umbrellas, ash trays, trash cans, etc. are to be returned to their original position when you are finished using them.

### 7.8 Food, Beverages, Smoking

No glass or breakable items are permitted in the pool or hot tub/spa deck area. No food or beverages are allowed in the pool or hot tub/spa, or within four (4) feet of the water. (FS 64E-9.008) Smoking is allowed in the designated "Smoke Break" area ONLY. All trash and recyclables should be placed in the containers provided.

### 7.9 Restrictions on Use of Pool

People with incontinence, open sores, or infections are not permitted in the pool. Children who are not toilet-trained are not permitted in the pool unless they are wearing special leak-proof diapers specifically designed for swimming. Children wearing all other types of diapers are not permitted in the pool. (FS 64E-9.006)

### 7.10 Not Permitted in the Pool Deck Area

Bikes, golf carts, glass, and pets are not permitted in the pool or hot tub/spa deck area. (FS 64E-9.008)

### 7.11 Bathing Load--Pool

The maximum number of persons allowed in the pool at any one time is 18, as specified by the Florida Health Department.

### 7.12 Use of Hot Tub/Spa

USE THE HOT TUB/SPA AT YOUR OWN RISK. Anyone suffering from heart disease, diabetes, high or low blood pressure, or other health issues, and women who are pregnant SHOULD CONSULT A PHYSICIAN BEFORE ENTERING THE HOT TUB/SPA. People with incontinence, open sores, or infections are not permitted in the hot tub/spa.

### 7.13 General Guidelines for Using Hot Tub/Spa

When using the hot tub/spa, observe a reasonable time limit (approx.15 minutes). Overexposure may result in nausea, dizziness, or fainting and can cause severe medical complications.

#### 7.14 Age Restriction for Using Hot Tub/Spa

Use of the hot tub/spa by any person under the age of eighteen (18) is not permitted.

#### 7.15 Bathing Load—Hot Tub/Spa

The maximum number of persons allowed in the hot tub/spa at any one time is 7, as specified by the Florida Health Department.

### **VIII. SHUFFLEBOARD COURTS**

#### 8.1 Availability

The shuffleboard courts are available for use by Residents and their Guests seven (7) days a week unless tournaments are being played.

#### 8.2 Rules

Residents and their Guests shall utilize the courts pursuant to the rules posted at the shuffleboard courts.

### **IX. DOCKS, DAVITS, LIFTS, SEAWALLS, AND BOATS**

#### 9.1 Installation or Modification of Docks, Davits, and Lifts

Installation of new docks, davits, and lifts; and the expansion, or modifications to those existing, is not permitted without the prior written approval of Management, via the ARC, and permits from all required entities. This includes, but is not limited to, the City of Palmetto, Manatee County, and the Florida Department of Environmental Protection (DEP). The installation of docks, davits, or lifts will not be approved without detailed drawings. Canopies and other overhead protection are not permitted.

#### 9.2 Number of Docks Allowed and Placement

To assure a fair and equitable distribution of docks, or slips, no Unit/Lot shall be entitled to more than one (1) dock or slip. The Management reserves the right to determine the exact location of docks, davits, and lifts. A dock

located perpendicular to the land usually creates two (2) slips. In such case, the lot owner is entitled to the use of one slip. The Association assumes ownership of the other slip at its discretion. Angled docks may be considered to have 2 slips and will be determined on a case-by-case basis decided by Management, via the ARC.

### 9.3 Agreement Governing Use

The use of all docks and slips is subject to the terms and conditions set forth by the Management, via the ARC. Docks within the Association are for Co-op and TIPOA Residents' use only, with the exception of the Association-owned docks at the Marina.

### 9.4 Entitlement

Entitlement to a dock/slip shall run with the User's ownership of the Association Share/Lease, thereof. In no case shall ownership or usage of a dock or slip, be transferred separately from a Unit/Lot or Share. Exceptional situations may be determined by Management, via the ARC, on a case-by-case basis. Such exemptions must be in writing and a copy of the agreement placed in the Unit/Lot file.

### 9.5 Sub-leasing of Docks

Docks may be sub-let to Co-op and TIPOA Residents only and a copy of the lease agreement and/or registration must be submitted to the Association office.

### 9.6 Dock and Boat Size Limitations

- Docks may be a maximum of 100 square feet and must have prior approval of Management, via the ARC.
- Docks must observe the ten (10) foot setback requirements on each side of the Unit/Lot lines.
- Boats must be docked completely within the Unit/Lot lines.
- Boats and docks cannot occupy more than 25% of the width of the canal as measured from the waterside of the seawall.
- In addition to these Rules and Regulations, all governmental laws and regulations must be adhered to regarding boats and docks.

### 9.7 No Trespassing Signs

Residents are permitted to place no more than two (2) “No Trespassing” signs on their dock or slip—one landside and one waterside. Signs may not exceed 10”x14” in size.

### 9.8 Maintenance of Docks

Docks must be kept structurally sound and maintained to the satisfaction of the Association. Painting of docks with preservative types of paint, stain, or other products must be approved by Management, via the ARC.

### 9.9 Seawall Restrictions

- Under no circumstances will anyone be allowed to drill holes, attach nails, bolts, screws, or like materials in or onto the seawall.
- No painting, sealing, or staining of the seawall is permitted by Residents.
- No structure or materials of any type may extend over the seawall or rip rap rocks, except for electric and water lines serving the docks.
- Access along the entire length of the seawall must be unimpeded.

### 9.10 Boat Information

- No boat shall interfere with or impede navigation within the marina or waterways of the Community.
- All boats must be currently registered or documented as required by law.
- No “liveaboards” are permitted anywhere in the Community. A “liveaboard vessel”, as defined by FL Statute 327.02, is any vessel used solely as a residence and not for navigation; or represented as a place of business. Florida law also states that the term “liveaboard” is defined as a vessel docked at a facility and inhabited by a person for any 5 consecutive days or a total of ten (10) days within a thirty (30) day period which does not need to be contiguous.
- Derelict boats are not permitted in the Community. A “derelict vessel”, as defined by FS 327.02, is any vessel that is left, stored, or abandoned in a wrecked, junked, or substantially dismantled condition.

- Extensive boat repairs are not allowed in the Community.
- Boating guests are subject to the same Rules and Regulations as any other Guest.

#### 9.11 Boat Maintenance

- Boats must be kept clean and free of mold and mildew.
- Boat washing is permitted in the Community only when a hose with a handheld automatic shutoff nozzle is used. Water conservation is expected.

#### 9.12 Boatyard Storage

- The use of the Boatyard site is open to all Co-op and TIPOA Residents and lease holders of the TI Co-op Marina slips.
- The Boatyard is primarily for the storage of boats and boat trailers. Any boat in the Boatyard must be on a trailer.
- The Boatyard has limited storage capacity and is available on a first-come-first-served basis.
- Applicants must complete a boatyard application, comply with the existing policies and purchase a boatyard sticker.
- The Resident will receive a sticker that must be displayed on the upright or tongue of the trailer.
- The license agreement term is January 1 through December 31 of any given year.
- Boats and trailers are subject to towing, if fees are not paid and the sticker is not properly displayed and clearly visible.

## **X. GUESTS**

### 10.1 Registration

- Guests who stay in the Community for more than 48 hours, must check-in with the office on the next business day.
- Guests under the age of 55 may stay in the Dwelling provided the permitted Residents are then in occupancy and further provided such stay does not exceed a total of thirty (30) days in any twelve (12) month period (MFOA p. 5, #16).
- The Association's facilities are primarily for the use and enjoyment of the Residents.

## 10.2 Subletting/Sub-occupancy

- Anyone staying in the Community for 30 days or less is considered a Guest.
- Anyone staying in the Community for more than 30 days will be considered a Resident and must meet the Association's requirements for residency which may include a background and financial check.
- See Section XIII--"*Selling, Soliciting, Subletting, and Signage*" for additional rules governing Subletting and Sub-occupancy.

## 10.3 Age Restriction to Operate Golf Carts

According to state law, golf carts are not to be operated by children under the age of 16. The operation of golf carts must comply with state laws and local ordinances.

## 10.4 Resident's Responsibility

- Guests are entirely (financially and legally) the responsibility of their host Resident and must comply with all Association's Rules and Regulations.
- Residents will be responsible for violations or damage caused by their Guests, regardless of whether or not they are present at the time of the violation or damage.
- All guests under the age of 18 must be accompanied by an adult to use any of the recreational facilities in the Yacht Club or Auditorium.
- Consideration for the rights of others is encouraged and common courtesy is expected.

## 10.5 Guests With Pets

See Section XI – "*Pets*" for additional rules governing pets.

## 10.6 Swimming Pool and Hot Tub/Spa

See Section VII- "*Swimming Pool and Hot Tub/Spa*".

## 10.7 Guest Parking

- Residents may request parking permits at the office to allow Guests to park in common parking areas such as at the Auditorium, Yacht Club, and the area commonly referred to as Bimini Point.
- Guest parking should only be temporary and infrequent so that available parking is not overburdened. In general, a 48 hour pass will be issued.

- Guests with RVs must rent a space in the RV section if space is available. If there is no space available, check with Management for additional Guest parking options.
- Guests are subject to the same rules and penalties as Residents, including towing.
- See Section XII- "*Vehicles and Parking*" for additional rules governing parking.

## **XI. PETS**

### **11.1 Restrictions**

- Two (2) pets per household are permitted.
- Residents must register all animals with the office.
- Maximum adult weight of each pet is not to exceed thirty (30) pounds at full growth.
- Evidence of current immunizations and licensing must be provided every year.
- No aggressive breeds of dogs will be allowed, i.e. German Shepherds, Chows, Rottweilers, Dobermans, Pit Bulls, crossbreeds of these animals, or any animal that has a history of biting or dangerous aggression.
- No exotic or non-domesticated animals are allowed.
- At no time is a pet permitted to trespass on another Resident's Unit/Lot.
- These rules also apply to Guests who bring pets into the Community.

### **11.2 Grandfather Provision**

Residents who own more than the allowed number of pets, or who own a pet or pets that exceed the thirty (30) pound adult pet weight limit, who complied with the procedure to grandfather said pets by registering them with Management prior to February 15, 2004, are permitted to retain these pets until the pet dies or until the Resident moves from the Community.

### 11.3 Leash Use and Waste Disposal

- All pets must, at all times, be kept either inside the home or, if outside, on a leash in the company of the Resident or an authorized Caregiver.
- In accordance with Palmetto Ordinance 06-18 (2006) leashes are not to exceed eight (8) feet in length.
- Pet owners are responsible for the proper removal of all waste material caused by their pet anywhere in the Community. Kitty litter and dog droppings must be disposed of properly.

### 11.4 Penalty for Non-Compliance

Any animal not properly registered with both the Management Office and the appropriate Governmental agency may be required to be removed from the Community.

### 11.5 General

- Residents are responsible for their pets and any damage caused by their pets at all times.
- Pets are not permitted in the Community buildings or in the pool or hot tub/spa deck area.
- Outdoor kennels, dog houses, pet fencing, and pet breeding are not permitted.
- Pets are not permitted to disturb the peace and enjoyment of Residents. Contact the Palmetto Police Department (941-721-2000) for code violations.
- Any pet creating a nuisance, at any time of day, may be cause for its permanent removal from the Community.
- For health and sanitation reasons, and to comply with the local ordinances, Residents are not permitted to leave food or water dishes outdoors. This includes bird feed for water fowl. These may attract disease-carrying animals.

### 11.6 Disclaimer

Even though the Association has approved an animal to reside in the Community, the Association accepts no responsibility resulting from the actions of that animal.



## **XII. VEHICLES AND PARKING**

### **12.1 Vehicle Defined**

The term “vehicle” includes any motorized vehicle that rides on wheels. The speed limit for all vehicles on Community-owned streets is fifteen (15) miles per hour, unless marked otherwise. Bicycles and golf carts must abide by the “rules of the road”.

### **12.2 Age Restriction to Operate Golf Carts**

Golf carts are considered to be motor vehicles and are not to be operated by children under the age of sixteen (16) throughout the Community. The operation of golf carts must comply with state laws and local ordinances.

### **12.3 Vehicle/RV Washing**

Vehicle and RV washing is permitted in the Community when a hose with a handheld automatic shutoff nozzle is used. Water conservation is expected.

### **12.4 Permissible Vehicles**

Vehicles parked within the Community must be in good repair and currently registered.

### **12.5 Restricted Vehicles and Equipment**

The following vehicles/equipment may not be parked unattended on Community streets:

1. Commercial vehicles, including but not limited to, delivery trucks or vans, special use trailers, or vehicles adapted to business use.
2. Buses
3. Recreational vehicles (RVs)
4. Utility trailers
5. Campers
6. Boats and/or boat trailers
7. Jet skis and like recreational equipment

- Restricted vehicles and equipment may be parked at the Auditorium and Yacht Club parking lots with prior approval from the Management. Management may issue temporary parking permits.

- Loading or unloading of restricted vehicles and equipment is permitted subject to a 24-hour limit.
- In the interest of aesthetics, safety, and noise reduction, extensive repairs of vehicles and boats are not allowed in the Community.
- Inoperative vehicles are not allowed in the Community.
- Any vehicle that is not displaying current, proper registration must be removed from the Community.
- Violators may be towed. See Section 12.12 for additional rules regarding *"Towing"*.
- See Section 12.9 for additional rules regarding *"Parking in the RV Section"*.

#### 12.6 Carport Use

- Carports are primarily intended to be used for passenger vehicle parking.
- However, unoccupied campers, motor homes, travel trailers, boats on trailers, motorcycles, and utility trailers may be parked in a Resident's carport as long as the item can be parked completely within the carport.
- Carports cannot otherwise be converted to living or personal property storage space if vehicles are displaced to the street or other areas.

#### 12.7 Restrictions on Parking

- Each Resident is permitted no more vehicles than can be accommodated by their carport, driveway, or assigned parking.
- Any area not designated as a parking surface may not be used for parking.
- Vehicles may not occupy parking spaces of other Residents without their expressed permission.
- Golf cart parking is allowed on designated parking areas as approved by Management.
- Parking is not permitted on the streets between the hours of 12 midnight and 6 AM.
- No vehicles, storage trailers, travel trailers, boat trailers, and/or boats are to be parked on vacant Association-owned lots without prior approval from Management.

- Parking in the area commonly referred to as Bimini Point, is to be used for Guest parking only. Residents should contact the office for overnight Guest parking permits. See Section X “*Guests*” for additional rules governing Guest parking.
- Space is available to park boats and boat trailers in the Boatyard Storage area. Interested Residents should contact Management regarding this option. See *Section 9.12 for additional rules regarding “Boatyard Storage”*.
- Violators may be towed. See Section 12.12 for additional rules governing “*Towing*”.

### 12.8 Lawn Parking

PARKING ON THE GRASS IS NOT PERMITTED ANYWHERE IN THE COMMUNITY, with the exception of the RV Section as described in Section 12.9. Violators may be towed. See Section 12.12 for additional rules governing “*Towing*”.

### 12.9 Parking Vehicles in the RV Section

Due to the lack of adequate off-street parking in the RV Section:

- Residents on the EAST side of Bahia Drive are allowed to park on their Unit/Lot.
- Residents on the WEST side of Bahia will have one (1) parking space on the west side of the street.
- Residents on Basin Dr. will have one (1) marked parking space on the street.
- Residents on Montego Dr., and the RV portions of Terra Ceia Dr. must follow the same parking regulations as the rest of the Community.
- Management may limit the number, size, and/or placement of vehicles on any RV transient lot according to City codes.
- Temporary Guest Parking Permits may be issued, one permit per Unit/Lot, in the RV Section. Temporary Guest parking is to be used for motor vehicles only.
- With a Temporary Guest Parking Permit, Guests of Residents in the RV section will be allowed to park on the vacant slabs in the RV section for a limited time and only when space is available.

- When space for Guest Parking is unavailable in the RV section, other parking arrangements must be made with the office.
- The Guest Parking Procedure for the RV section may be amended from time-to-time. Contact the Office for the latest details.
- Violators may be towed. See Section 12.12 for additional rules governing “*Towing*”.

#### 12.10 Guest Parking

See Section 10.7 for additional rules governing “*Guest Parking*”.

#### 12.11 Parking Rules Compliance Notice

Whenever possible, The Management shall notify the vehicle owner in writing of the specific violation by placing a copy of the Compliance Notice on the offending vehicle.

#### 12.12 Towing

If the offending vehicle remains after the deadline indicated in the Compliance Notice or the Owner is a repeat offender, the vehicle is subject to tow without further notice at the Owner’s expense. Vehicles parked in a designated “Fire Lane”, “Tow Away Zone”, or those creating a hazardous condition may be towed without warning.

### **XIII. SELLING, SOLICITING, SUBLETTING, AND SIGNAGE**

#### 13.1 Restrictions

No selling, soliciting, peddling, or commercial activities of any kind are permitted within the Community without the express prior written consent of Management. Notwithstanding, nothing herein contained prevents or infringes upon the right of a Resident to canvas other Residents for the purposes described in 719, Florida Statutes, or the rights of mobile home owners who rent as provided in FS. 723.056 inclusive.

### 13.2 Signage

- No signs of any kind, except mobile home “For Sale” or “For Rent” signs, shall be displayed within the Community, or on any Resident’s home or Unit/Lot.
- A maximum of two (2) permitted signs may be displayed in a window or yard. The size of the sign may not exceed 18”x 24”.
- General notices and articles for sale may be posted on the bulletin boards inside the Yacht Club and Auditorium provided for that purpose.
- Residents are permitted to place up to two (2) “No Trespassing” signs on their docks or slip--one landside and one waterside. These signs may not exceed 10”x 14”.
- Any signs in violation of this section can be removed immediately by Management.

### 13.3 Garage Sales

Residents must follow the City of Palmetto requirements regarding garage sales. Permits must be obtained from the City of Palmetto. Signs may not be placed in the landscaped entrances to the Community. Signs can only be on display within 24 hours of the actual sale.

### 13.4 Sales, Transfers of Title or Leases

In order to comply with the “Housing for Older Persons Act” and the Master Form Occupancy Agreement, the transfer of an Association Unit/Lot or Dwelling by any owner shall be subject to the conditions set forth in the Master Form Occupancy Agreement. It shall be necessary for the Management to approve in writing, all sales, transfers of title, leases of a Dwelling or subleases of an Association Unit/Lot or Dwelling before such sale, transfer, or lease, shall be valid and effective. Income verification, criminal background check, and/or credit check of all proposed occupants may be required. If a dwelling is sold to someone who is not approved by Management, the occupant may not be allowed to reside in the Community.

### 13.5 Subletting

Residents who wish to rent or lease their home must have the applicant complete an application at the Management Office, pay the necessary processing fee, and submit to a criminal background..

The applicant must meet the requirements of the “Housing for Older Persons Act”, be familiar with the Rules and Regulations, and agree to comply with them during the term of their residency. Residents shall not allow any other person or persons to rent, sublet, lease, or sublease the home, or any portion of the Unit/Lot, for fee or gratis, without the prior written consent and approval of Management. The minimum period of a sublet shall be for 30 days. See *Section X—“Guests” for additional rules governing Subletting and Sub-occupancy.*

### 13.6 Ownership Interest

No person or entity is allowed to purchase or rent more than two (2) shares or Dwellings in the Community. The spouse of the Shareholder shall also be considered the Shareholder for the purpose of this rule.

## **XIV. CONDUCT**

### 14.1 Noise Restrictions

Out of consideration for your neighbors, quiet is required between the hours of 10:00 P.M. and 8:30 A.M. Individuals may contact the Palmetto Police Department (941-721-2000) to report noise ordinance violations.

### 14.2 Unacceptable Conduct

Disorderly conduct, public intoxication, and profane language will not be tolerated. Residents or Guests causing a disturbance or being a public nuisance will be required to cease the behavior immediately or be removed. Call the Palmetto Police Department (941-721-2000) at the time of the offense to report any violations of the law or City Ordinances.

## **XV. VACATING THE PREMISES**

### **15.1 Notice of Intent to Vacate**

- Shareholders/Homeowners wishing to remove a manufactured home or park model from the Community must give the Management at least thirty (30) days written notice prior to the removal date.
- Residents must furnish the Association with a true copy of the contract for removal of all of the above-ground improvements (the "Removal Contract").
- Residents shall post with the Association a security deposit or a surety bond in the amount of one hundred and ten percent (110%) of the amount of the Removal Contract.
- The Unit/Lot must be left in a "broom-clean" condition and must also meet the City of Palmetto requirements.
- Residents shall have 10 business days from the date of the commencement of the affected area of the Unit/Lot, or the Association may use the Deposit or proceeds of the Bond to complete said removal. In such event, neither the Resident nor the contractor shall be entitled to any refund of any unused portion of the Deposit or Bond, it being acknowledged and understood that said Deposit or Bond shall be deemed forfeited should either the Resident or the contractor fail to complete the removal of the improvements in accordance with the terms and conditions of this paragraph.
- The Resident shall be responsible for any damage caused to Community property during the removal process.
- Without prior arrangements with the Association AND a written agreement, no Resident may satisfy his obligations to the Association by turning over the Share certificate, Title, and keys to the Dwelling regardless of whether the Resident is a Shareholder or Homeowner.
- See Section 3.13 "*Removal of a Dwelling from Community*" for additional rules governing the removal of a Dwelling.

## **XVI. RESPONSIBILITIES**

### **16.1 Financial Responsibility**

Rent and/or maintenance fees are due and payable by the Homeowner or Shareholder on or before the first (1<sup>st</sup>) day of the month and considered delinquent after the tenth (10<sup>th</sup>) day of the month. Late fees and collection costs will be applied.

### **16.2 Association Not Liable for Loss Resulting from Incident**

The Association shall not be liable for injury, loss, or damage resulting from any incident.

### **16.3 Association Not Liable for Loss Resulting from Use of Recreational Facilities.**

The Association shall not be liable for accident, injury, or damage to any person or Property resulting from the use of any recreational facilities. Residents and their Guests shall use the recreational facilities at their own risk and assume liability for any such physical damage or personal injury resulting from such use.

### **16.4 Resident Responsible for Guests**

See Section 10.4 – “*Residents Responsibility*” for additional rules governing Guests.

### **16.5 Liability Insurance**

All Residents are encouraged to maintain adequate liability insurance coverage on their Dwelling and their Dock.

### **16.6 Status Change**

It is the responsibility of the Resident to notify Management when their occupancy status changes in order to update the Census.

### **16.7 Personal Information**

It is the responsibility of the Resident to notify the Management of their current mailing address. Residents must also provide the Management with a current emergency contact number, a secondary address and phone number where applicable, and any other pertinent information that the Management deems necessary.



## **XVII. COMPLIANCE AND DEFAULT**

### **17.1 Right to Terminate Tenancy for Disregard of Rules and Regulations**

The Management specifically reserves the right to terminate the tenancy of any Resident for disregard of any of the Association's governing documents, including these Rules and Regulations, in accordance with FL Statutes, 719 and 723 and any other applicable laws.

### **17.2 Right to Terminate Tenancy for Conviction of Violation of Law**

The Management specifically reserves the right to terminate the tenancy of any Resident upon learning that said Resident has been convicted of a violation of federal or state law, or local ordinance, which may be deemed detrimental to the health, safety, or welfare of other Residents of the Community.

### **17.3 Right to Terminate Tenancy for Misstatement of Information**

The Management reserves the right to terminate the tenancy of any Resident upon determination by the Management that the Resident misstated any information on any application or entry forms required by the Association.

### **17.4 Violations**

The Association's governing documents, including these Rules and Regulations, will be enforced.

### **17.5 Assessments, Fees, and Fines**

The Association has the authority to collect fees and assessments; and the authority to assess fines, in accordance with the Association's governing documents, the provisions of Florida Statutes 719 and 723, and the provisions of F.A.C. 61 (Florida Administrative Code) for any infraction of these rules and all Association governing documents.

## **XVIII. MISCELLANEOUS**

### **18.1 Garbage Pick-up, Recycling, and Yard Waste**

- Garbage, yard waste, and recycling services are provided by the City of Palmetto. Please check with the office for current pick up schedules and procedures.
- NOTHING is to be dumped in the bay, canals, Boatyard, vacant lots or any common areas of the Community.

### **18.2 Vandalism**

Residents should remain vigilant as to any unusual or suspicious activity in the Community. Residents are encouraged to first contact the Palmetto Police Department (941-721-2000) and then notify Management concerning unusual or suspicious activity.

### **18.3 Filing Complaints**

Complaints concerning infractions of these Rules and Regulations should be reported to Management, put in writing, and signed by the complainant.

### **18.4 Contrary Provisions**

If any provision of these Rules and Regulations is found to be contrary to any law of any jurisdiction in which the Community is located, it shall not apply or be enforced. However, the other provisions of these Rules and Regulations shall not be affected and shall continue in full force and effect.

### **18.5 Right to Grant Special Exceptions**

Management reserves the exclusive unrestrictive right to grant special exceptions to these Rules and Regulations when, in the opinion of Management, special circumstances warrant the granting of special exceptions or waiver of a particular provision as it applies to a particular situation, so long as such exception or waiver does not interfere with the general welfare and safety of the other Residents of the Community and further provided that such special exceptions do not violate the provisions of Florida Statutes 719 and/or 723 or the Association's governing documents.

18.6 Failure to Enforce

No rule or regulation contained herein, shall be deemed to have been modified, abrogated, or waived by reason of any failure or failures to enforce the same. If any provision or provisions of any such rule or regulation shall be determined to be invalid, void, or unenforceable, such determination shall not render invalid, void, or unenforceable any other provision or provisions of such rule(s) and regulation(s) which can be given effect.