

## PROSPECTUS FOR DOGWOOD ACRES

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE: A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.

PROSPECTUS  
INDEX OF CONTENTS AND EXHIBITS

SUMMARY .....	i
NAME AND ADDRESS OF PARK.....	1
RECEIPT OF NOTICES AND DEMANDS.....	1
PARK PROPERTY DESCRIPTIONS .....	1
RECREATIONAL AND COMMON FACILITIES .....	2
PARK MANAGEMENT AND MAINTENANCE.....	3
MOBILE HOME OWNER REQUIRED IMPROVEMENTS .....	3
UTILITIES AND OTHER SERVICES .....	4
INCREASES IN LOT RENTAL AMOUNT .....	5
USER FEES .....	8
PARK RULES AND REGULATIONS .....	9
ZONING CLASSIFICATION .....	9
ZONING .....	9
EXHIBITS .....	9
Exhibit A:    Layout of Park	
Exhibit B:    Rental Agreement	
Exhibit C:    Rules and Regulations	
Exhibit D:    User Fee Agreement	

**PROSPECTUS FOR  
DOGWOOD ACRES**

(1) NAME AND ADDRESS OF PARK

Dogwood Acres  
2450 SW 38<sup>th</sup> Avenue  
Ocala, Florida 34474

(2) RECEIPT OF NOTICES AND DEMANDS

The following person(s) is authorized to receive notices and demands on the Park Owner's behalf:

Park Owner  
P.O. Box 750  
Westport, Connecticut 06880

(3) PARK PROPERTY DESCRIPTION

(A) The park consists of 192 mobile home lots. The lots in the park are classified as 10 corner lots and 182 standard lots.

The approximate size of the mobile home lots is as follows:

Lot #1	78' x 90'
Lots #2-30	50' x 90'
Lots #31-32	70' x 90'
Lots #33-41	50' x 90'
Lots #42	90' x 90'
Lot #43	70' x 90'
Lots #44-59	50' x 90'
Lots #60-61	72' x 90'
Lots #62-93	50' x 90'
Lots #94-95	70' x 90'
Lots #96-109	50' x 90'
Lot #110	70' x 90'
Lots # 111-176	52' x 78'
Lots # 177-192	36' x 75'

(B) SET BACK AND SEPARATION REQUIREMENTS: There are several requirements of law with respect to how far each mobile home within the park must be set back from the borders of its lot and the distance that must be maintained from each mobile home in the park and its supporting facilities (such as, for example, a carport) to other mobile homes, supporting facilities and structures in the park.

Pursuant to Section 4A-42.05 of the Florida Administrative Code, the State Fire Marshal has adopted the code of the National Fire Protection Association. The applicable provisions of that code provide as follows:

5-2.1.1 - Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10' (3.04m) side to side, 8' (2.4m) end to side or 6' (1.83m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier.

5-4.1 - A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than 3' (0.91m) from a building, cabana, or enclosed porch on an adjacent site. A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 3' (1.52m) from the site line of an adjoining site.

In addition to the requirements of the State Fire Marshal, the County of Marion, Florida, has enacted certain zoning regulations controlling the setback requirements of mobile homes within the park, which provide that each mobile home shall have a minimum front, rear and side yard setbacks of eight (8) feet, thus insuring a minimum separation of sixteen (16) feet between mobile homes.

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental rules or regulations are subject to amendment or repeal. No representation is made as to the set out above, nor as to the continuing applicability of such requirements after the delivery date. "Delivery Date" as used herein is the date upon which the Prospectus is delivered to the tenant. Prospective tenants of the park are advised to inquire with the above referenced authorities with respect to these matters.

Please note that the above referenced and quoted requirements concern only the setback and separation requirements applicable to the park on the delivery date of this Prospectus, and that any one or more such requirements may be substantially modified or repealed. No continuing obligation is undertaken by the park owner to advise any park resident or tenant of any subsequent modification, future adoption of additional requirements by any other governmental body, or future repeal of these provisions. The requirements stated above may not be applicable to the park, in whole or in part due to the placement of homes in the park prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes or laws; or due to subsequent judicial decisions interpreting these or other laws. The prospective tenant is advised to obtain further information regarding installation of mobile homes in the park from the appropriate permitting authority.

(C) USE OF SHARED FACILITIES: The maximum number of lots that will use the shared facilities of the Park is 192. In the event the number of lots in the park should increase or decrease in the future, the maximum number of lots using the shared facilities of the park will correspondingly increase or decrease.

(4) RECREATIONAL AND COMMON FACILITIES:

(A) CLUBHOUSE AND RECREATION AREA: There is one building which comprises the Community Center. The great room of the Community Center is 30' x 15' or 450 sq. ft. The Kitchen is 10' x 12' or 120 sq. ft. All of these common facilities are located 70' north of the mail boxes and 20' east of the pool at 2450 SW 38th Avenue, Ocala, Florida 34474. The recreation area will be available for scheduled events, meetings and private parties. The facility can be obtained for these events by reservation through the park manager. Approximate Maximum Capacity of the Community Center is 30 people. All improvements are completed.

(B) SWIMMING POOL: A swimming pool is located adjacent to the clubhouse facility, centrally within the park. The pool is unheated and the size is 20' x 40' with the depth ranging from 3.5' to 7.5'. Decking around the pool is concrete and is 15' wide. The maximum capacity of the pool at any one time is 27 persons.

(C) HOURS OF OPERATION: It is the residents' duty to keep the clubhouse clean and orderly after each activity and club meeting, and return the tables and chairs to where they previously belong. The management office is located at 2450 SW 38th Avenue, Ocala, Florida 34474 and is open during posted days and hours. The Pool is normally open seven days a week from 10:00 am. to 8:00 p.m, from April 1<sup>st</sup> through September 30<sup>th</sup>, unless excepted by the management due to Extreme Weather, Maintenance or Health Code Requirement.

The park owner expressly reserves the right to alter the days and hours of operation in accordance with procedures prescribed in the Park Rules and Regulations. The residents will be notified in accordance with Section

723.037(1) of the Florida Statutes, stating that a park owner shall give written notice to each affected mobile home owner and the board of directors of the homeowners' association, if one has been formed, at least 90 days prior to any changes in the services provided by the park owner, or change in the rules and regulations.

(D) SERVICE FACILITIES: In addition to the recreational and common facilities described above, the park contains several service improvements such as roadways, water and sewer systems, drainage retention basins, most of which are governmentally mandated.

(E) Personal property items used in and around the park complex are there for the use by the home owner. They are not to be move or relocated without the approval of management. Management will take care of repair of such items, but who ever uses such items will clean items used. Such items are: lawn chairs, table and umbrella, chairs, tables, picnic tables, grills, stove, refrigerator.

(F) The owner reserves the right from time to time to alter or change any of such facilities by the removal, relocation or alteration of existing facilities or the construction of new facilities.

No assurance is given that any of the foregoing facilities will remain available for the residents' use for any specified period after the filing date.

(5) PARK MANAGEMENT

The management of the park is the responsibility of the Park Manager. The office is located at 2450 SW 38th Avenue, Ocala, Florida 34474. The management has regular office hours and the management oversees the maintenance and operation of the park; however, the park owner may from time to time employ such additional maintenance personnel, as the park owner may deem necessary or appropriate to properly maintain the park.

In general and except as expressly provided to the contrary in this prospectus, each owner of a mobile home in the park is responsible for the maintenance and repair of his or her home, lot, and all improvements thereon (including landscaping). Also, each home owner is responsible for compliance with the park rules and regulations and for the timely performance of such home owner's obligations under his or her agreement.

(6) IMPROVEMENTS REQUIRED OF MOBILE HOME OWNERS

Home owners are required to install the improvements set out below upon becoming a resident of the park. To the extent that those residents did not install the required permanent improvements, those requirements are still effective.

Home owners assuming the remaining portion of a rental agreement as prescribed by Section 723.059(3), F.S., will be required to upgrade the mobile home they are purchasing from the original home owner. The assuming home owner will be required to install improvements subject to the same terms and conditions of the Prospectus as delivered to the initial recipient.

In general and except as expressly provided to the contrary in this Prospectus, each owner of a mobile home in the park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping).

The mobile home owner may also be required to bear, in the form of increases in the lot rental amount, the costs incurred by the park owner in installing capital improvements or performing major repairs in the park. Factors affecting increases in the lot rental amount are described in Section 8 of this Prospectus.

Mobile home owners must install the following improvements as a condition of their occupancy in the park unless excepted by the management in writing. Each of such improvements must be designed and installed in accordance with the requirements of the Park Rules and Regulations and in accordance with plans that have been approved in advance by the park manager as well as being in conformation with any applicable building code regulations.

- (A) A concrete driveway to the street, 10' in width and culverts if necessary to assure proper drainage.
- (B) A carport which is a minimum size of 10' x 20' and of the same materials as the mobile home.
- (C) A utility shed which is a minimum of 6' x 8' and meets management approval as to type, materials and placement.
- (D) A fully sodded and landscaped lawn subject to the approval of the park manager.
- (E) Complete skirting of the mobile home in conformance with current management standards.
- (F) Concrete step at each entrance to the mobile home.

Any other improvements desired may be made by the mobile home owner provided they meet the approval of the park manager, i.e., patio, screen porch, etc.

(7) UTILITIES AND OTHER SERVICES

(A) Water is provided by wells on the property operated by the park. Responsibility for water mains in the park from the wells to the shut-off valve providing water to your lot is the responsibility of the park. Water lines from and including the shut-off valve to your mobile home is the responsibility of the mobile home owner.

Water is included in the base rent component of the Lot Rental Amount.

(B) Sewage disposal is provided by a sewer treatment plant on the property operated by the park. Responsibility for sewer lines within the park are the managements up to the ground connection of the sewer line to the mobile home sewer lines. The in-ground connection and the lines to and including the mobile home lines are the mobile home owner's responsibility.

Sewage disposal is included in the base rent component of the Lot Rental Amount.

(C) Waste disposal: Waste disposal is provided by Waste Management. Mobile home owners shall place all household garbage, trash and refuse in dumpsters located in the Park and no household garbage, trash or refuse shall be left on the leased premises. All cardboard boxes must be broken down before being placed in the dumpster. No outside garbage cans or containers shall be permitted on the leased premises. All leaves and lawn clippings (not household garbage) shall be placed in plastic bags and placed by the roadside for pick up by Waste Management.

Waste disposal is included in the base rent component of the Lot Rental Amount.

(D) Cable Television: Cable television is provided to the park by various independent cable television providers and is billed separately to each mobile home owner. Cable television is not included in the Lot Rental Amount. The park is not responsible for the maintenance of any cable television lines within the park or for the connections for cable television to the individual mobile homes.

(E) Storm drains and drainage via water retention basins located within the park are provided and maintained by the park and are included as part of the base rent component of the lot rental amount. The ultimate effectiveness of storm drainage in the Park is dependent upon adequate drainage outside the Park property which drainage is not the responsibility of the Park Owner. Any assessment by state or local government which may be imposed on the Park for off-site storm drainage shall be passed on to the home owners on a pro rata basis.

(F) Electric power is provided by Ocala Utilities. It is billed directly to the mobile home owner and is the owner's sole responsibility. Electricity is not included in the Lot Rental Amount. Ocala Utilities is responsible for the electric lines to the meter, including the meter. The resident is responsible for the electric meter pedestal and the main

breaker. Electrical lines to the mobile home, including the utility shed connections and outside receptacles are the responsibility of the mobile home owner.

(G) If the park is linked to a city, county or any governmental district for water, sewer, or trash pick-up, or all of these services, at some future date, the cost of said services shall be passed on to the residents on a pro-rata basis.

(H) Water and sewage disposal systems are owned by the Park. As of the Filing Date, the mobile home owners in the Park are not separately billed for water and sewage charges. The Park is responsible for the maintenance of the underground water and sewage lines to the point where the connections are stubbed out for each mobile home lot. The mobile home owner is responsible for the maintenance of the water and sewage connections from the mobile home to the connection stub outs.

(I) The description of the utility and other services at the park set forth above reflect the manner in which such services are provided and charged, as well as the parties responsible for maintenance of the facilities necessary to provide such services as of the filing date. The park owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the park, to discontinue the provision of the maintenance on any utility or other service described above that is presently provided and/or maintained by the park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the mobile home owners within the park may be billed separately for utilities or services that are billed to the park as of the filing date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the park as of the filing date.

(8) INCREASES IN LOT RENTAL AMOUNT

(A) LOT RENTAL AMOUNT AND OTHER CHARGES:

The rental disclosure must contain the current amount of each charge which the homeowner will be required to pay, prior to the delivery of the prospectus to each homeowner. The mobile home owner will be responsible for payment of the base rent, special use fees, governmental and utility charges, pass-through charges, assessments, and other financial obligations.

1. The base rent for your lot is \$ \_\_\_\_\_ per month, and will be in effect from \_\_\_\_\_, 20\_\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_\_.

"Lot Rental Amount" means all financial obligations, except user fees, which are required as a condition of the tenancy.

2. SPECIAL USE FEES:

"Special Use Fees" are those separately itemized amounts for specific services or privileges which are charged in addition to the base rent.

A. Entrance Fees: \$ \_\_\_\_\_ one time only. No entrance fee will be charged by the park to the purchaser of a mobile home situated within the park that is offered for sale by a resident of the park, or for which an Entrance Fee has already been charged.

B. Additional Resident Fee: \$ \_\_\_\_\_ person/month. For each individual in excess of the number of individuals permitted to reside in the mobile home pursuant to the rental agreement; who resides in the mobile in excess of 15 consecutive days or 30 days total per year.

C. Late Payment Fee: \$ \_\_\_\_\_ for any payments received after the 5th day of the month.

D. NSF Payment Fee: \$ \_\_\_\_\_ for any payment by the Resident which is returned for insufficient funds.

E. Non-residents pool fees: \$ \_\_\_\_\_ each time.

F. Special service fee: \$ \_\_\_\_\_ per hour, but not less than \$ \_\_\_\_\_ per service call, plus materials, for any repair, maintenance, or service (other than those specifically and separately mentioned herein) that is performed by the Park or its contractors, but which is the responsibility of the home owner or which is requested by the home owner.

G. Pet Fee: \$ \_\_\_\_\_ one time only

3. PASS-THROUGH CHARGES:

“Pass-through charges” are the home owner’s proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. Notwithstanding anything to the contrary in this prospectus, including the rental agreement, rules and regulations or any other exhibits to the prospectus, the homeowner’s proportionate share of pass-through charges shall be defined as:

“Proportionate share” for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

4. AD VALOREM TAXES, NON-AD VALOREM ASSESSMENTS, AND UTILITY CHARGES:

The mobile home park owner may charge the home owners, at any time during the term of the lot rental agreement, a pro rata share of the ad valorem property taxes, non-ad valorem assessments, and utility charges incurred by the park owner subject to the requirements of Chapter 723, as amended. The ad valorem property taxes, non-ad valorem assessments, and utility charges will not be otherwise collected in the remainder of the lot rental amount. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro-rata basis. The pro-rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the park.

5. GENERALLY:

The costs of all other services required by the resident are solely the resident's responsibility.

The dollar amounts set above represent only the amounts charged for each rental category on the Delivery Date, as disclosed in this Prospectus, such amounts are subject to increase.

Wherever "0" appears above, the blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the park owner on the Delivery Date. The amount of those charges may be increased as described in this Prospectus.

Nothing in this Prospectus shall be deemed a waiver of the park owner's right to collect from the mobile home owner any damages that the park owner may sustain as a result of or in connection with a tortious act, neglect or breach of lease by the mobile home owner or anyone permitted to be on park property by the mobile home owner.

6. NOTICE OF INCREASE

The mobile home owner shall be notified of any increase in the lot rental amount at least 90 days prior to the effective date of such increase.

7. LOT RENTAL AMOUNT - INCREASES

A. General: The lot rental amount and each of the categories of charges currently or hereafter comprising a part of the lot rental amount are subject to periodic increases by the park owner. However, except for the increases resulting from the imposition of ad valorem property taxes, non-ad valorem assessments, utility charges and pass-through charges, the lot rental amount will not be increased more frequently than annually, except for the initial tenancies which commence after the beginning of the annual rental term, which commences on January 1<sup>st</sup> of each calendar year.

B. Factors affecting increases: Those factors are as follows:

--any increase in one or more of the conditions and factors may result in an increase in the home owner's rent or other charges.

--these include maintenance costs, management costs, utility costs, property taxes, costs incurred as a result of action by state or local governments, or a utility, or other operating expenses or charges, and/or repairs or improvements including capital ones.

C. Other factors: These include influencing the level of increases including the prevailing market and economic conditions at the time when the park owner furnishes notice of any increase.

--prevailing market conditions is defined as the sum total of all conditions affecting the real estate market generally and the mobile home market specifically in the regional area in which the mobile home park is located.

--prevailing economic conditions are intended to refer to those factors which bear on the economic validity of a real estate investment and which would be considered by a prudent business person in establishing the base rent and other charges or any increase in the amounts thereof. These factors may include but are not limited to:

(1) the costs attendant to the replacement of this park in the economic environment existing at the time of any rental increases, including land acquisition costs, construction costs, and losses associated with the operation of a park prior to full occupancy, and the level at which the lot rental must be established in order that the park owner will realize a superior return in the costs referred to this clause.

(2) The levels of interest rates and other financing charges associated with construction, interim and permanent financing.

(3) The availability of alternative forms of real estate investment which, absent the rental increase in question, might reasonably be expected to yield a greater return on investment capital.

(4) The levels of Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U.S. City Average--all urban consumers, 1967 = 100. or, in the event of the discontinuation of publication of the CPI, then an alternative index which has been reasonably related to the CPI.

(5) The level at which the lot rental must be established in order that the owner will realize a superior return on the "owners equity" for this purpose the "owners equity" refers to the fair market value of the park from time to time, less existing mortgage indebtedness.

(6) Other economic factors which might reasonably be expected to affect either the value of the park, to include, the rate of return available to the owner of the park at the existing level of rent, the present value of the real estate investment and the rate of return on that investment in the then current economic conditions, and which would be taken into consideration by a prudent business person in considering the amount of rental increase required in the park in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the park.

Another factor affecting rents include the park owner's investment criteria and objectives. These include the maximization of return on investment and the maximization of profit. Return on investment is defined as achieving the maximum amount of monetary return possible each and every year and over the term of the investment.

Future rent increases are a combination of conditions and factors. The park owner reserves the right of sole discretion over the amount of increases in the rent based upon the disclosed factors. However, an increase in rent will have some correlation to one, some, or all of the conditions and factors listed above.

#### ADDITIONAL CONSIDERATIONS:

The park owner reserves the right to amend this Prospectus or any exhibit thereto from time to time to the extent permitted by law to conform with changes in relevant rules of the Department of Business and Professional Regulation, or any other agency having jurisdiction over the operation of this mobile home park. Any increase in one or more of the above described factors may result in an increase in the mobile home owner's rent or other charges.

Tenants assuming the remaining portion of a tenancy as prescribed by 723.059(3), F.S., are hereby notified that upon the expiration of the assumed tenancy, the park owner expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the park owner with such increase being imposed in the manner disclosed in the Prospectus delivered to the initial recipient. However, any increase imposed will be disclosed as outlined within this Prospectus and is agreed to in writing by the purchaser by and upon acceptance of this prospectus with their signature.

Nothing in this Prospectus shall be deemed a waiver of any of the park owner's right to collect from the mobile home owner any damages that the park owner may sustain as a result of or in connection with a tortious act, neglect or breach of lease by the mobile home owner.

#### (9) USER FEES

The home owner is responsible for the payment of user fees if the home owner agrees to the provision of services for such fees by the park owner.

"User Fees" are defined as those amounts charged in addition to the lot rental amount for non-essential optional services provided by or through the park owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services.

User fees will be increased based upon the factors which are considered for increases in the lot rental amount. (These factors are listed in Section (8) of this Prospectus.) Notice of an increase in user fee charges will be provided to the home owner 30 days prior to the increase. Notice of increases will be given by posting a notice at the facility by personal delivery or by 10 days notice by U.S. Mail. Notice by U.S. Mail will be considered made upon the mailing of notice to the home owner's last known address. Notice for each individual user fee charge will be as provided in the User Fee Agreement (See Exhibit D.) The current user fees in the park are as follows:

Vehicle Storage	\$ _____ /per month
Pest Control	\$ _____ /as used
Lawn Mowing	\$ _____ /each time
Repair Work	\$ _____ /hour

(10) PARK RULES AND REGULATIONS

(A) CURRENT PARK RULES AND REGULATIONS

The current park rules and regulations governing the mobile home owners' behavior, guest procedures, time for using recreational and other facilities and any other rules, are attached as Exhibit C.

(B) CHANGES IN RULES AND REGULATIONS

The park owner shall give written notice to each mobile home owner at least ninety (90) days prior to any change in rules and regulations. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety and welfare may be enforced immediately upon notice and prior to the ninety (90) day period.

In the event that park rules and regulations in effect as of the filing date are changed in accordance with the provisions of this section prior to the delivery date, then the park rules and regulations in effect on the delivery date shall be attached to this Prospectus as Exhibit C, instead of the park rules and regulations in effect as of the filing date.

Notwithstanding anything to the contrary set forth in the attached rules and regulations, the park owner unconditionally reserves the right to amend the park rules and regulations or to promulgate new park rules and regulations in accordance with the provisions of this Prospectus or in any other matter which may, from time to time, be permitted by law.

(11) ZONING CLASSIFICATION

The present zoning of the park is PMH. The permitted uses allowed under the zoning classification are mobile home parks.

(12) ZONING

Permitted uses under the PMH zoning classification of the Marion County Zoning Code are set forth in the Schedule of District Regulations as listed in Section 9.2 of the Zoning Code as adopted by the Marion County Commission.






The park owner has no definite future plans to seek a change in the use of the lands within the park which are designated for residential homesites or recreational areas, on those lands which are owned by the park owner.

(13) EXHIBITS:

The following are included as exhibits in this Prospectus:

Exhibit A:	Layout of the Park
Exhibit B:	Rental Agreement
Exhibit C:	Rules and Regulations
Exhibit D:	User Fee Agreement

# Dogwood Acres Mobile Home Park

 Trash   Clubhouse  Pool  Shuffleboard										61	43	1
										62	44	2
										63	45	3
										64	46	4
										65	47	5
										66	48	6
										67	49	7
										68	50	8
										69	51	9
										70	52	10
										71	53	11
										72	54	12
										73	55	13
										74	56	14
177	155	133	111	75	57							
178	156	134	112	76	58							
179	157	135	113	77	59							
180	158	136	114	78	60							
181	159	137	115			15						
182	160	138	116	95	79	16						
183	161	139	117	96	80	17						
184	162	140	118	97	81	18						
185	163	141	119	98	82	19						
186	164	142	120	99	83	20						
187	165	143	121	100	84	21						
188	166	144	122	101	85	22						
189	167	145	123	102	86	23						
190	168	146	124	103	87	24						
191	169	147	125	104	88	25						
192	170	148	126	105	89	26						
	171	149	127	106	90	27						
	172	150	128	107	91	28						
	173	151	129	108	92	29						
	174	152	130	109	93	30						
	175	153	131	110	94	31						
	176	154	132									
42	41	40	39	38	37	36	35	34	33	32		

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Dogwood Acres, hereinafter referred to the LANDLORD, and \_\_\_\_\_, hereinafter referred to as TENANT.

WITNESSETH: That in consideration of the lot rental amount, covenants and agreements to be kept and performed by tenant hereupon, landlord demises to tenant leases from Landlord the premises subject to the terms and conditions as hereinafter set forth.

(1) It is specifically understood and agreed by and between the parties hereto that this is a bonafide offer to lease for a specified term upon the same terms and conditions as rental agreements offered to other tenants in the Park, exception only base rent variations based upon lot location and size.

(2) It is specifically understood and agreed by and between the parties hereto that Chapter 723, Florida Statutes, governs this rental agreement.

(3) Landlord hereby leases to tenant for installation thereon of Tenant's mobile home that certain property described as: Lot No. \_\_\_ of the Dogwood Acres, to be occupied solely as a private residence only by Tenant and Tenant's family, consisting of \_\_\_\_\_ person(s). In no event shall the number of occupants exceed that permitted by this Agreement, Rules and Regulations of the Park, or applicable laws.

(4) The term of this rental agreement shall be for a period of \_\_\_\_\_ months, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(5) Tenant's Financial Obligations:

Base Rent of \$ \_\_\_\_\_ per month; payable in advance on the \_\_\_\_\_ day of each month. All payments are payable to: Dogwood Acres.

SPECIAL USE FEES:

In addition to the base rent, the tenant agrees to pay the following fees or charges either at this time or as specified on the following page:

- Entrance Fee (initial lease only) \$ \_\_\_\_\_ /one time only
- Additional resident fee \$ \_\_\_\_\_ /person/month
- Late payment fee \$ \_\_\_\_\_ /occurrence
- NSF Payment Fee \$ \_\_\_\_\_ /occurrence
- Non-residents pool fee \$ \_\_\_\_\_ /each time each person
- Special service fee \$ \_\_\_\_\_ /hr \_\_\_\_\_ min.
- Pet Fee \$ \_\_\_\_\_ /one time only

PASS THROUGH CHARGES:

"Pass-through charges" are the tenant's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees

incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

#### GOVERNMENTAL AND UTILITY CHARGES

The tenant is responsible for payment of all costs or charges incurred as a result of actions by state and/or local government, or public/private utilities. Water and sewer services are based upon a resident's usage. Trash is based on a total fee divided by the number of occupied lots, or if serviced by an outside company, each home owner will be billed separately by said servicing company. These costs, plus an administrative fee associated with the distribution of water, are passed on by the ownership without profit. These fees are billed monthly to each resident and becomes a part of the lot rental amount due and payable and are subject to the same rules and regulations as imposed for the base rent.

(6) The landlord may raise the amount of base rent and special use fees and other charges annually effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. The landlord will furnish at least 90 days (3 months) advance notice to a tenant of any increase in lot rental amount. Governmental and utility charges may be increased more often than annually. Increases in rent and other charges will be determined in the manner disclosed in the Prospectus. The increased rent or other fees and charges shall automatically become a part of the rental agreement upon renewal unless the tenant shall advise the landlord in writing sixty (60) days prior to the expiration of the current term of tenants intention to vacate the premises and not to enter into a new term.

(7) The services offered by the Landlord as part of the base rent component of lot rental amount are as follows: water, sewer, waste disposal, and storm drainage within the Park. Home owners are separately and independently responsible for payment of costs associated with cable television service and electricity to the providers of those services. Any assessment by state or local government which may be imposed on the Park for off-site storm drainage will be included in the lot rental amount as a separate charge and will not be included in the base rent and shall be passed on to the Tenants on a pro rata basis.

(8) The tenant agrees to abide by all Rules and Regulations of the landlord, a copy of the current Rules and Regulations being attached hereto and being incorporated herein by reference. The parties hereto agree that said Rules and Regulations may be amended from time to time, those amendments being reasonable and necessary for the proper and efficient operation of the park and for the health, safety and welfare of the residents of the park. The parties hereto agree that the Rules and Regulations will not have a major change without written notification to the tenant at least ninety (90) days prior to implementation of such change, in accordance with procedures prescribed by Chapter 723, Florida Statutes.

(9) Tenant shall not assign this Rental agreement, or any interest therein, and shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises without the specific written consent of the landlord. Any assignment or subletting without landlord's consent shall be void and shall constitute a default by the tenant under this rental agreement.

(10) The park owner may evict a mobile home owner, a mobile home tenant, a mobile home occupant or a mobile home for any of the reasons set forth in section 723.061, Florida Statutes.

(11) The parties agree that if the landlord determines that the tenant is to be evicted for a violation of the Rules and Regulations of the park, landlord will deliver written notice in accordance with Florida law of the grounds upon which tenant is to be evicted.

(12) If the tenant shall fail to pay the base rent or any other fee, charge or assessment specified herein at the time and manner stated, or fails to keep and perform any other conditions or agreements of this rental agreement, the landlord may, at his/her option terminate this rental agreement and all rights of the tenant hereunder at which time the tenant agrees to vacate the premises. After termination, the landlord may bring an action for possession in the county

court and tenant agrees to pay all costs, expenses and reasonable attorneys fees which shall be incurred or expended by landlord.

(13) The name and address of the landlord or a person authorized by the landlord to receive notices is specified in section (2) of the Prospectus. Any notice by landlord to tenant shall be mailed or delivered to tenant at tenant's address in the park: Such notices must be in writing.

(14) The rights of the landlord contained herein are cumulative, and failure of the landlord to exercise any right shall not operate to forfeit any other rights of the landlord. No waiver by the landlord of any condition or covenant shall be deemed to constitute or imply a further waiver of any other conditions or covenants.

(15) This rental agreement shall be binding upon, and inure to the benefit of the landlord and tenant, and their respective heirs, personal representatives, successors and assigns.

(16) This mobile home park is zoned P-MH. The zoning authority is Marion County. Definite future plans for changing the use of the land comprising the mobile home park or a portion thereof are not presently contemplated.

(17) A purchaser of tenant's mobile home must qualify with the requirements for entry into the park under the Park Rules and Regulations, and must be approved in writing by the landlord. If a purchaser is approved, he may assume the remainder of the yearly lease of the tenant. The assuming tenant's rent will be an amount deemed appropriate by the Park Owner and will be done in a manner disclosed in the Prospectus. The amount of the lot rental increase will be disclosed and agreed to by the purchaser in writing prior to occupancy. The amount of rent increase will be determined immediately prior to the date of the notice of rental increase sent to that assuming tenant, along with all other tenants in the park.

(18) Insurance: The tenant agrees to purchase liability insurance on his mobile home which will completely insure the park and any surrounding mobile home from any damage or liability resulting from tenant's mobile home or automobile. In the event of windstorm, fire, or explosion or any other casualty, neither the park management, the park owners nor the Dogwood Acres Mobile Home Park will be responsible for fire, theft or damage to the mobile home, automobiles, or other personal property or pets belonging to the residents of the park or their guests.

(19) In the event that during the term of this rental agreement any portion of the premises is condemned by any public authority/entity, including federal, state or local governments or public or private utilities have such lawfully established power, tenant shall have the right to terminate this rental agreement as of the date of taking; however, in no event shall tenant be entitled to or have any proceeds awarded to the landlord in such proceeding. Landlord agrees to prorate any rent received by the landlord from the tenant as of the date of taking as long as the tenant is in full compliance with the Rules and Regulations and the payment of rent and charges as set forth herein.

(20) This agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understanding, inducements or conditions, express implied or written. No termination, revocation, waiver, modification or amendment of this agreement shall be binding unless in writing and signed by all the parties hereto.

(21) Where used herein, the singular shall be deemed to include the plural and vice-versa, and the masculine to include the feminine and the neuter and vice-versa.

(22) In the event that any section, paragraph, or subparagraph of this agreement is held unenforceable by any court, this agreement shall be deemed to have been executed by the parties hereto with such sections, paragraphs, or subparagraphs not having been included herein, and the remainder of the agreement shall not be voided thereby.

(23) It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damages or injury by water and/or sewage, which may be sustained by the said tenant or other person(s) or for any other damage or injury on the part of any other tenant, agents or employees or by reason of the

breakage, leakage, or obstruction of the water, sewer or soil pipes or any other leakage in or about the said property. Nor are any of the above to be held liable by the tenants misuse of public or private property within the Park whether posted or unposted that any prudent person would use and/or exercise a reasonable amount of care in and or around said property.

(24) The Park Owner will request a signed receipt indicating the homeowner has received the Prospectus, Rules and Regulations and other pertinent documents. Each being clearly identified and the receipt itself clearly identified. The receipt will be kept separate from the Prospectus and is not filed with the Division, but will be on file with the Park Owner.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
LANDLORD/AGENT

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Witness to Tenant

\_\_\_\_\_  
Witness to Landlord

\_\_\_\_\_  
Witness to Tenant

\_\_\_\_\_  
Witness to Landlord

## ADDENDUM TO LOT RENTAL AGREEMENT

Pursuant to the Federal Housing Finance Agency (FHFA) Enterprise Duty to Serve (DTS) Underserved Markets Rule, the following manufactured home community tenant protections are incorporated into the provisions of the lot rental agreement. These provisions supersede any otherwise conflicting provision(s) of the lot rental agreement or its incorporated prospectus or rules and regulations, but to the extent not in conflict with Chapter 723, Florida Statutes.

(1) Upon reaching the termination date, this Lot Rental Agreement shall automatically be extended for an additional period of one year and for additional one year periods thereafter, unless the Tenant shall notify the Landlord in writing thirty (30) days prior to the expiration date of Tenant's intention to vacate the premises.

(2) The lot rental amount, including each of the categories of charges currently or hereafter comprising a part of the lot rental amount, is subject to increases by Community Owner after 90 days notice as required by Chapter 723, Florida Statutes.

(3) Lot rental amount payments received more than 5 days after due date shall be subject to a late charge. Tenant shall be allowed to cure the default resulting from the late payment by payment of the outstanding amount in full including late charges.

(4) If Tenant is evicted from the Community, Tenant shall have the right to sell Tenant's manufactured home in place or remove the home for not less than 45 days after entry of the judgment of eviction, and during that 45 day period to remain on the site and have the home remain connected to public and private utilities.

(5) Tenant has the right to sell Tenant's home within the Community without having to first relocate it out of the Community, and the prospective buyer may become a resident of the Community. However, the prospective buyer must qualify as a resident pursuant to the requirements of the Community rules and regulations and be approved by Community Management, which approval shall not be unreasonably withheld.

(6) Tenant has the right to sublease Tenant's home, or to assign the remaining unexpired term of the lot rental agreement to a buyer of Tenant's home without any unreasonable restraint, provided the buyer otherwise satisfies the requirements of the Community rules and regulations.

(7) Tenant may display one "For Sale" sign in or on the manufactured home subject to the restrictions set forth in the Community rules and regulations.

(8) Tenant has the right to receive such notice as may be required by Chapter 723, Florida Statutes, prior to any planned sale or closure of the MH Community.

(9) Except as specifically modified by this Addendum, Tenant and Landlord expressly agree that all of the terms, conditions, and provisions in the Lot Rental Agreement and Community Rules and Regulations shall remain in full force and effect.

Borrower shall use commercially reasonable efforts to cause all existing Leases for Home Sites with Home Owners to include the MHC Tenant Protections on or prior to the date that is twelve (12) months after the Closing Date. Borrower may include the MHC Tenant Protections in: (i) new Leases with Home Owners, (ii) amendments to or restatements of existing Leases with Home Owners, (iii) MH Community Rules and Regulations that are incorporated by reference into Leases with Home Owners, or (iv) any other document as approved in writing by Lender. Lender may revise the MHC Tenant Protections at any time so long as such revision is based upon requirements or guidance provided by Freddie Mac, Fannie Mae, or the Federal Housing Administration and otherwise complies with Chapter 723, Florida Statutes. Upon notice from Lender to Borrower that a revision to the MHC Tenant Protections is necessary pursuant to the foregoing sentence, Borrower shall update the lease documentation containing the MHC Tenant Protections within ninety (90) days of receipt of such notice. Notwithstanding the foregoing, in the event that the Loan is refinanced with a Fannie Mae or Freddie Mac loan, within twelve (12) months of the closing of such loan, Borrower shall implement the then-current MHC Tenant Protections required by the applicable agency.

If any of the foregoing requirements violate applicable law (including if applicable law provides a more favorable protection to the Applicable MHC Residents), then such requirement(s) will be deemed automatically void and of no force or effect. The invalidity or unenforceability of such requirement(s) will not affect the validity or enforceability of any other provision of this Agreement, and all other provisions will remain in full force and effect.

**Owner/Community Representative:**

\_\_\_\_\_

Date \_\_\_\_\_

Resident \_\_\_\_\_

Date \_\_\_\_\_

Resident \_\_\_\_\_

Date \_\_\_\_\_

# **DOGWOOD ACRES**

## **RULES AND REGULATIONS**

All reasonable means have been taken to ensure that your residency is pleasant and enjoyable. Many of the Rules and Regulations are based on the requirements of state and federal law, and the remainder are to assist in the peaceful enjoyment of all Residents.

These Rules and Regulations ("Rules") are intended to maintain the appearance standards and comfort of Dogwood Acres (the "Community") for you and your visitors. A copy of the Rules will be posted in the Community and must be observed by all Residents and Guests. Residents shall require all persons on the Lot with their consent to govern themselves in accordance with the Rules and in a manner that does not unreasonably disturb neighbors or constitute a breach of the peace.

### **1. DEFINITIONS**

**1.1** Community: means the property operated as a mobile home park as defined in Section 723.003(12), Florida Statutes.

**1.2** Community Management: means Operator of a mobile home park as defined in Section 723.003(16), Florida Statutes and includes Community Owner's manager, assistant manager (or other employee or agent) of the Community as identified from time to time.

**1.3** Community Owner: means the owner or operator of the mobile home park as defined in Section 723.003(13), Florida Statutes.

**1.4** Guest: means a person who is not entitled to reside on the Lot and who has visited the Community for a period of time no longer than 15 consecutive days or 30 total days per year.

**1.5** Home: means a mobile home as defined in section 723.003(8), Florida Statutes.

**1.6** Home Owner: means a person who owns a mobile home and rents or leases a lot within the mobile home park for residential use as defined in Section 723.003(11), Florida Statutes.

**1.7** Lot or Site: means a "mobile home lot" as defined in Section 723.003(9), Florida Statutes.

**1.8** Rental Agreement: means any mutual understanding or lease, whether oral or written, between a Home Owner and a Community Owner in which the Home Owner is entitled to place his or her Home on a Lot for either direct or indirect remuneration of the Community Owner as defined in Section 723.003(10), Florida Statutes.

**1.9** Resident: means a person entitled under authority of a Home Owner's lot rental agreement to the use and occupancy of a Lot within the Community to the exclusion of others. The term includes Tenants, Home Owners, and Third-Party Rentals.

**1.10** Tenant: means a person residing in a Home on a Lot within the Community under authority of the Home Owner's lot rental agreement with Community Owner, and such person does not own the Home occupying the Lot. The term applies only to persons who have been approved for residency by Community Management pursuant to the Rules and Regulations.

**1.11** Third-Party Rental: means a person who rents both the Home and the Lot from Home Owner; a sublessee.

**1.12** Unauthorized Occupant: means a person who is not entitled to reside on the Lot and/or who has visited the Community for a period of time longer than 15 consecutive days or 30 total days per year.

## **2. RESIDENCY**

**2.1** Any person applying for admittance as a Resident of the Community must fill out an application for residency and be interviewed by Community Management. All prospective Residents must be approved by Community Management and must sign a rental agreement prior to beginning occupancy of a Home currently in the Community or prior to moving a Home into the Community. All prospective Residents must demonstrate that they accept and comply with all Community rules, by passing a criminal background check that will be performed by the Community for a fee per person as directed by Community Management, by providing proof of income, and pass a credit background check that complies with Community Management's minimum requirements for same. Community Management has the right to reject a prospective Resident for any reason not prohibited by law; however, approval may not be unreasonably withheld. Community Management will not approve a prospective Resident who provides false or misleading statements, whether orally or in writing, within the rental application or in any statement or document offered in support of a request for residency approval. The purchase of a Home Owner's Home by those who have not executed the rental agreement or obtained written consent from Community Management shall not constitute permission or right for the purchaser(s) to reside within the Community. An application for residency, and background check must be completed and approved, a copy of the Rules and Regulations delivered, and a Rental Agreement signed, prior to: (i) residing in a Home within the Community; or (ii) arrival of the Resident's Home in the Community.

**2.2** Community Management reserves the right to: (i) refuse residency to anyone who purchases or otherwise receives title to a Home unless approved pursuant to paragraph 2.1; (ii) refuse to accept further lot rental amount payments and terminate the Rental Agreement of anyone who, after proper notice pursuant to section 723.061, Florida Statutes, fails to comply with these Rules and Regulations (see rule re: Enforcement and Eviction, for further information); and (iii) refuse residency to any applicant for any reason not prohibited by law.

**2.3** Unless the Home is sub-leased upon prior written permission of Community Management, the principal Resident of each Home in the Community must be its legal owner. Except as expressly provided by applicable State law, no one other than those executing the Rental Agreement shall be allowed to reside upon the Lot set forth in the Rental Agreement without prior written consent from Community Management. Each additional occupant of the Home must be approved for residency by Community Management, and an additional resident fee shall be charged each month for each Resident in the Home over a total of two (2). The name of each Resident over the age of 18 must be listed in the Rental Agreement prior to residing in the Home. Any increase in the number or exchange or substitution of persons in a Home must have Community Management's prior written approval. Without prior written consent of Community Management, the Home may not be occupied by more than two (2) persons per bedroom or the allowable number of persons based upon the design criteria of the Home. Non-compliance in qualifying additional occupants will subject the Resident to eviction (see rule re: Enforcement and Eviction, for further information).

**2.4** Heirs and/or beneficiaries of a deceased Home Owner are not considered to be "purchasers" for the purpose of assuming the remainder of the deceased Home Owner's tenancy. All heirs and/or beneficiaries and/or purchasers must be approved by Community Management prior to initiating occupancy of the Home.

## **3. 55-AND-OLDER COMMUNITY**

This Community is intended and operated for occupancy by persons 55 years of age and older and, as such, adheres to the requirements of the Housing for Older Persons Act of 1995. Consequently, at least 80 percent of the occupied units must be occupied by at least one person who is 55 years of age or older as of the date of occupancy.

At the time of application for initial occupancy, or upon demand of Community Management, all prospective Residents and all existing Residents shall be required to produce for inspection and copying, one of the following age verification documents: driver's license, birth certificate, passport, immigration card, military identification, other valid local, state, national or international documents containing a birth date of comparable reliability or a certification in a

lease, rental agreement, application, affidavit or other document signed by any person of sufficient legal age to sign a contract asserting the age of the occupants of said Home. The minimum age for all Residents is 45. Notwithstanding the above, the Community Management reserves the right, in its sole discretion, to grant exceptions to the minimum age requirements of this Rule, while still maintaining compliance with the Housing for Older Persons Act of 1995. Existing residents who were residing in the property prior to January 1, 2024, and do not meet the minimum age requirement will be exempt from this stipulation.

Community Management reserves the right to refuse admission to the Community by any person(s) not deemed suitable to Community Management in its sole discretion. Any misrepresentation, whether written or oral, made by the prospective Resident (Home Owner) in information provided on the registration card or credit application; or statements as to number, age, or identity of persons residing in the Home; or about pets, personal background, or past landlords, is deemed material and fraudulent and made to induce the Community Owner to admit the prospective Resident (Home Owner). Any such misrepresentation shall be deemed a conclusive breach of the Lot Rental Agreement and shall void the approval of the request for occupancy.

On January 1st of each even numbered year, all existing Residents shall be required to provide the names and ages of all current occupants of the unit, in writing, to Community Management. Failure to provide the written occupant documentation shall constitute a violation of these Rules and Regulations and the Home Owner may be subject to eviction pursuant to Section 723.061, Florida Statutes.

#### **4. PAYMENTS, FEES, AND CHARGES**

**4.1** Lot rental amount must be paid in full. Timely payment in full is required; partial payments will not be accepted. Lot rental amount payments are due on the first day of each month and must be paid on or before the fifth (5th) day of the month. A Late Charge will be charged to any Resident whose lot rental amount is not received by Community Management on or before the fifth (5th) day of the month or for any Resident who does not pay in full thereafter, as provided in the prospectus.

**4.2** Resident must pay by electronic methods including Management-approved third-party companies through a Resident pay portal, automated clearing house (ACH) debits, or bank electronic funds transfer or by personal check, cashier's check, certified check, or credit card. Community Management reserves the right to refuse a personal check. All payments must be payable in U.S. funds drawn on a U.S. financial institution.

**4.3** Returned Payments: If any payment by Resident is returned for insufficient funds, the Resident may incur fees for same as set forth in the prospectus. Returned payment fees and late payment fees may be incurred concurrently.

#### **5. SALE AND/OR REMOVAL OF HOME**

**5.1** Home Owners have the right to sell their Home within the Community subject to the Community Owner's right of first refusal. The purchaser must, however, meet all requirements for residency prior to occupancy or the purchaser will be required to move the Home from the Community (see rules re: Residency and Eviction).

**5.2** A Home Owner intending to make a bona fide sale of his or her Home or any interest in it to a proposed purchaser intending to remain in the Community shall give to Community Owner notice of such intention, together with the name and address of the proposed purchaser and such other information concerning the proposed purchaser as Community Owner may reasonably require. Home Owner shall provide to Community Owner a copy of the final executed sales contract. Home Owner may redact all financial information and social security numbers contained in the copy of the final executed sales contract before submission to Community Owner. Resident shall direct the proposed purchaser to Community Management for exchange of information, including the lot rental amount which will apply at the expiration of the seller's lease term or at the time of sale. Within seven (7) days of transfer of title, change in financing of the Home, or purchase of Home Owner's Home, a true copy of the legal registration showing title registered in the name of the purchaser and the name of the lienholder, if any, shall be provided to Community

Management by Home Owner. This rule does not in any way diminish or affect the obligation of every purchaser of a Home to seek and to obtain written approval by Community Management prior to the change in occupancy of the Home if the proposed purchaser intends to become a Resident of the Community.

**5.3** Prior to written approval of the purchaser for residency, Community Management will inspect the entire Lot and exterior of the Home to verify that it complies with all rules and regulations. The Home must meet all local code requirements, including but not limited to, electrical and plumbing. The inspection will include, but is not limited to, exterior maintenance, skirting, carports, awnings, attached structures, sheds, shrubs, trees and lawn care. Any infraction or deficiency must be repaired/upgraded. The seller and the purchaser must provide proof of completed repairs or written assurance to Community Management that any repairs or changes to the Home will be made as necessary to bring the Home into compliance with Community standards as set forth in these Rules and Regulations, within a reasonable time frame as specified by Community Management in writing. Community Management has the right to deny approval of the proposed resident if such work is not done; however, approval may not be unreasonably withheld.

**5.4** Home Owner may display one "For Sale" sign, no larger than 12 inches by 16 inches, inside the Home window. This sign may display only the words, "For Sale" or the equivalent plus an address or telephone number of the Resident, and the name of the broker, agent, or dealer where further information may be obtained. The display of any other commercial enterprise on the sign is prohibited. Due to safety and security considerations, any Home offered for sale must be registered with Community Management before a sign is displayed. All outside realtors, brokers or service companies working in the Community must show proof of current licensure and proof of appropriate liability insurance before starting work. Those without such proof of insurance on file with Community Management will be stopped from performing work inside the Community until such proof of insurance is presented to Community Management.

**5.5** Community Owner requires that any Home not meeting the Community's established standards, as required by these Rules, or any Home which is improperly maintained, be upgraded to improve the quality and appearance of the Home. Failure to meet the Community's requirements shall be a violation of these Rules.

**5.6** In the event Home Owner intends to move the Home from the Community, written notice must be given to Community Management of that intent at least thirty (30) days prior to the moving date. Such move must be made between 8:00 a.m. and 5:00 p.m. so Community Management may have an inspector present. Only transporters of Homes, properly licensed and authorized by governing authorities, are permitted to move Homes into or out of the Community. Such transporters must provide Community Management with a security deposit of up to \$500.00 and a certificate of general liability insurance in an amount of not less than five hundred thousand dollars (\$500,000.00) to insure against personal injury and damage to property. Written permission from Community Owner is required prior to any move of a Home either into or out of the Community. All current charges must be paid in full prior to moving the Home from the Community.

**5.7** Any Home Owner who removes a Home from the Community is responsible for any cleanup necessary, including removal of all trash, steps, broken concrete, planters, patios and footers, and any other discarded materials. Utility connections must be sealed, protected, and identified. The Lot must be left in a clean and neat condition; it must be cleaned, cleared, and approved by Community Management. Home Owner is responsible for expenses incurred in restoring the Lot to a clean condition. Community Management shall provide written notice to Home Owner upon satisfactory completion of Lot restoration. Home Owner's obligation for payment of lot rental amount shall terminate as of the end of the lease term in effect at the time of removal of Home Owner's Home or at such time as agreed to in writing by Community Management.

**5.8** Community Management requires that each Resident comply with the requirements of all governmental agencies including, but not limited to, HUD, the department of motor vehicles or transportation, the State and the County in which the Community is located.

**5.9** Community Management and Community Owner assume no responsibility in the event that a dealer, bank or other secured party should opt to remove the Home of a Resident from the Community, except for Community Management's failure to perform a duty or negligent performance of a duty as implied by law.

**5.10** Destruction of Home: Should the Home be destroyed by fire, windstorm, water, an act of God, or by any other means, the Home Owner must remove the salvage from the Lot within fifteen (15) days from the date of such event, or from the date of mailing of written notice from Community Management to Home Owner to remove same, whichever is earlier, unless a longer period for removal is provided by applicable ordinance or law.

**5.11** Right of First Refusal for Individual Mobile Homes.

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

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

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

**6. SETUP: NEW or REALES**

**6.1** The location and positioning of a non-Community owned Home being placed on a Lot will be carried out under the direction of Community Management. Community Management's written approval of the style and quality, size and type of all proposed additions or other improvements to Resident's Home or Lot installed by Home Owner as a requirement of tenancy in the Community but not including any improvements such as sidewalks and utility connections which will be of use to Residents or other occupants of the Lot after removal of the Home regardless of the size or dimensions of any other Home or appurtenances thereto which may be placed will be subject to Community Owner's prior written approval and will be based on factors such as the size, location, and the proposed location of equipment, additions or other improvements in relationship to other Lots in the Community.

**6.2** Responsibility for compliance with applicable zoning or code provisions shall be that of Resident(s). Only new Homes (never previously occupied) and used Homes which have been approved in advance in writing by Community Management as acceptable for location within the Community will be allowed in the Community. A plot plan

showing the location of the Home, accessory buildings and any improvements existing and proposed to the Home or Lot shall be submitted to Community Owner. Written approval from Community Owner is required prior to the commencement of any work. All persons involved with the move in and set up of the Home must have adequate general liability and worker's compensation insurance. All liability associated with the move in shall be the responsibility of Home Owner.

**6.3** Homes must be placed in a uniform manner, properly blocked, set and all utilities connected in accordance with the applicable local, city or county code and/or regulations and with Community Management's specifications. Homes must be anchored immediately, as required by governmental regulations.

**6.4** All of the materials utilized in connection with the erection and completion of the Home as contained within these Rules shall be of a quality, type, style, color and pattern approved in advance in writing by Community Management. Community Management shall have approval rights over the manner of installation or attachment of the Home and of any accessory structures, and all installation and construction shall be consistent and compatible with other Homes in the Community. All installations shall comply with federal, State and local laws, codes and regulations, and shall comply with all standards referenced within these Rules and the Lease Agreement.

**6.5** Home Owner agrees that the following standards and requirements, and the Home Owner required improvements set forth in the prospectus, shall be met and completed, if required by applicable ordinance, under a building permit issued by the city or county building department or other applicable local agency and approved by Community Management:

**6.5.1** Utility hook up and connection, along with normal Home setup, including tie-downs or anchors, must be provided by the Home Owner at their own expense in accordance with state and local government requirements and manufacturer's specifications. The Home Owner is responsible for proper set-up of the Home and for obtaining and paying for all permits and fees of any nature associated with the initial location and setup of the Home.

**6.5.2** All Homes entering the Community must have removable hitches which shall be removed upon anchoring, and older Homes moved into the Community which do not have hitches which are designed to be removed, shall nonetheless be removed and the gap area restored.

**6.5.3** All Homes entering the Community must be skirted on all sides with decorative concrete block, aluminum, vinyl or other materials and in colors or styles approved by Community Management. Lattice skirting is prohibited. Skirting must be completed within 30 days of delivery of the Home in the Community, and must be maintained regularly to insure a uniform and attractive Community. If the present skirting is destroyed by windstorm, an act of God, or by any other means, or substantially replaced, replacement skirting must be of the approved type. All skirting must be of a color consistent with the color of the Home.

**6.5.4** Entry steps and stoops approved by Community Management must be installed on all Homes being placed in the Community by Home Owners beginning a new tenancy in the Community, and on existing Homes in the Community if required by code requirements, at all entrances to the Home. All steps (both front and back door) on such new Homes and on existing Homes where required by local code requirements, must have an adequate handrail running the entire length of the steps.

**6.5.5** Home Owners must secure their street numbers and/or home lot numbers on the front of the Home, placed consistently with surrounding Homes in accordance with applicable local code requirements.

**6.5.6** Central air conditioning must be installed on all Homes being placed in the Community by Home Owners beginning a new tenancy in the Community. No air conditioning or heating unit shall be newly installed in the front window or front wall of any Home, or any wall facing a street. Central air conditioner compressors must be placed on a cement slab. Existing window units must be securely and attractively braced to the Home.

**6.5.7** Utility sheds (buildings) if installed must be constructed of sturdy vinyl, aluminum, painted sheet metal or other finished siding material approved by Community Management prior to installation and must be anchored on a poured concrete slab or an approved sturdy wooden platform. Sheds may not be newly erected or reinstalled on a patio slab or driveway and can be no larger than 10' x 10' or 12' x 12'. The center line of the roof of the shed cannot be higher than the Home. Wherever required, a permit must be obtained from the local city or county building department and from Community Management before installation. Sheds shall be located in the back of the Home but may not be installed in a location bordered by a street. Only one shed per Lot is allowed and sheds are prohibited from being equipped or tied-in with utilities such as electricity and water, unless prior written approval from Community Management is obtained as to the number of sheds and utility tie-in.

**6.5.8** Upon removal of a Home from a Lot, the Home Owner is responsible for restoration of the Lot and for removing all trash, debris, steps, broken or damaged concrete, planters, and any other discarded materials from the Lot. Utility connections must be sealed, protected and identified. The Lot must be cleaned, cleared, and approved by Community Management.

**6.6** The use of gas appliances for Home heating is permitted; however, Resident shall give written notice to Community Management at least 7 days in advance of any installation of such appliances and shall provide documentation of installation by a licensed and insured contractor to Community Management upon completion of same. Propane tanks for use in outdoor grills or similar devices are not permitted in any area directly visible to any street.

**6.7** Exceptions. Management reserves the exclusive, unrestricted right to grant exceptions to the referenced Home Owner required improvements due to space limitations, design considerations, etc., in cases where the intent of the requirement is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other Residents or when the basis for the variance is deemed sufficient in the discretion of management.

## **7. MAINTENANCE OF HOMES**

**7.1** Residents who commence occupancy in the Community must meet Community standards, as disclosed in these Rules and Regulations. Community Management is in the continual process of maintaining these Community standards and reserves the right to require Residents to comply with the Community standards, as set forth in these Rules and Regulations, in effect at the time of the Resident's entrance into the Community. These requirements may be modified by Community Management due to space limitations, design considerations, or such other reasons as may be sufficient in the sole discretion of Community Management. Alterations or modifications to a Home made in violation of these rules and regulations must be removed or replaced.

**7.2** All Homes and applicable buildings must be maintained in compliance with all municipal, county and State housing and health codes. In the event any governmental agency shall impose a fine for failure of the Home Owner to comply with the same, Home Owner shall be responsible for payment; and, in the event the Community pays the fine, Home Owner shall promptly reimburse Community Owner for the payment made on Home Owner's behalf.

**7.3** Maintenance: All Homes, carports, sheds, or any other items placed on a Lot by Home Owner, must be maintained in a clean and orderly manner and in good repair. Home Owner must immediately repair and promptly report to Community Management any water leaks in or from pipes or fixtures in, on or under the Home up to the point where such systems connect to the Community lines at the Home Owner's Lot. This requirement includes any pipes above ground and in the Home. Any damages or costs incurred by water leaks which are caused by the Home Owner will be the sole responsibility of the Home Owner. The exterior surfaces of the Home including the eaves and trim shall be kept free of mildew, dirt, grime or discoloration. Homes must be washed at least annually. Peeling, fading, or damaged exterior surfaces, and broken windows, doors, and screens must be restored and repaired to the condition of a well-maintained Home in the Community within thirty (30) days. Damaged areas or poorly painted areas of the Home and accessory buildings must be repaired or repainted. Community Management reserves the right to require Home Owner to perform repairs, repainting or other maintenance that is needed to maintain Community standards as set forth in these Rules and Regulations.

**7.4** Parking Area: Where the Community has provided a driveway on the Lot, Home Owner is responsible for maintaining this driveway and keeping it in a state of cleanliness and repair. If damaged by Resident or Guest(s) during the tenancy, Home Owner must repair same. This obligation includes any oil spill or leak.

**7.5** Exterior Surfaces: As the appearance of the Home ages, or is damaged or otherwise altered in appearance, if deemed necessary or appropriate by Community Owner, housing or health code enforcement personnel, the Home shall be modified so as to be brought to the state of cleanliness and repair of a well-maintained Home, and free from mold and mildew. Community Management reserves the right to require Home Owners to pressure wash their Homes if Community Management determines, in its sole discretion, that pressure washing is needed in order to restore the Home to a well-maintained condition. While Homes may not be required to be brought to an overall "as new" condition, repairs and maintenance may be required to replace damaged, dilapidated, peeling, faded, or discolored components of the Home visible from the street or from an adjacent Home including resurfacing, re-siding, re-roofing, lap-siding or similar modifications.

**7.6** All exterior materials used in upgrading, must be approved in writing by Community Management prior to their use on the Home. The materials used should be consistent with the types of materials used on well-maintained Homes in the Community.

**7.7** Alterations/Additions: Home Owners are encouraged to upgrade their Homes. To ensure that individual actions are aesthetically compatible with other Homes in the Community and in accordance with Community standards as set forth in these Rules and Regulations, all improvements, additions, and alterations, including but not limited to replacement of existing porches, concrete slabs, carports, screened-in areas, awnings, skirting, steps, walkways, utility buildings, and similar items and the location of air conditioning units, must be approved in writing by Community Management prior to commencement of work.

**7.7.1** No change may be made to the color of the exterior of the Home or any portion thereof without prior written permission of Management. A sample of the proposed new color(s) must be shown to and approved by Management prior to repainting.

**7.7.2** Each Resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community standards as set forth in these Rules and Regulations, county building and zoning codes, and other restrictions of record.

**7.7.3** If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of Home Owner (following prior approval by Community Management).

**7.7.4** Approval is necessary to protect the underground utilities, continuity of Community appearance, and the safety of Community Residents. In addition to all other remedies available to it, Community Management may require Home Owner to remove any unapproved construction or addition.

**7.7.5** Resident shall consult the Community Management before doing any digging, as certain utility and service connections are underground and Resident shall call for any required utility location. Cost of repairs for damaged underground services will be assessed to the Home Owner who damages any underground service.

**7.7.6** All improvements must be completed within thirty (30) days of approval by Community Management. For additional information on Community standards, please see Rule, "Setup: New or Resales."

## **8. LOT CARE**

It shall be the responsibility of Resident to ensure that the Lot is properly maintained. All Lots must be maintained in compliance with all municipal, county and State building, housing and health codes. In the event any

governmental agency shall impose a fine for failure of Resident to comply with the same, Resident shall be responsible for payment; and, in the event the Community pays the fine, Resident shall promptly reimburse Community Owner for the payment made on Resident's behalf.

**8.1 Alterations:** Any alterations or modifications to a Lot, including attachments, driveways, landscaping, must have the written consent of Community Management prior to commencement of work. Each Resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community standards as set forth in these Rules and Regulations, county building and zoning codes, and other restrictions of record. Alterations or modifications to a Lot made in violation of these rule and regulations must be removed or replaced in order to comply with Community standards as set forth in these rules and regulations, at Home Owner's expense.

**8.2 Maintenance:** Resident is responsible for the overall appearance of the Lot. The Lot must be kept clean, orderly, and free of litter and debris. Resident must maintain lawn, landscaping, trees, and shrubbery thereon including mowing, trimming, edging, weeding, watering, and the general care thereof. If, after proper notice and an opportunity to take corrective action, Resident fails to properly maintain the Lot to Community standards as set forth in these Rules and Regulations, then Community Management may have the necessary work performed and charge the Home Owner for the actual costs and expenses incurred. The Community is not responsible for damage to Homes or Lots resulting from acts of nature.

**8.2.1 Sod:** Resident must trim and edge along the sides of the Home, walkways, driveways and streets before they become unsightly and overgrown. Generally, this means mowing when the lawn reaches approximately three inches (3") in height. The object is to keep the Resident's lawns and the Community looking neat. Grass sod which has been damaged or destroyed by neglect, disease, insects, lack of water, vehicular traffic, or through other fault of the Resident, must be repaired or replaced at Resident's expense. If, in the opinion of Community Management, all or part of Resident's lawn needs to be re-sodded, Resident will receive written notice from Community Management to complete this repair at Resident's expense.

**8.2.2 Landscaping:** Additional landscaping (including trees and shrubs) may be planted with Community Management's prior written approval as to type and location; plantings too close to the exterior of the Home are prohibited. Community Management reserves the right to reject certain species of trees or shrubs as unsuitable for planting on a Lot. For example, some unacceptable plants include Melaleuca (punk or paper bark tree), Norfolk Pine, Australian Pines, Chinese Tallow (popcorn tree), Brazilian pepper, Rubber trees, and Spanish bayonet. The Home Owner is responsible for maintaining and trimming any trees and shrubs existing on the Lot before their residency and is responsible for any new plantings which have been added by the Home Owner. Plantings and shrubbery in the front or the sides of the Home cannot cover or obscure windows. Plantings are not to exceed 4 ft. in height and must be trimmed to maintain a 4 ft. maximum height. Trees and shrubs may not be removed without the written consent of Community Management. Sod must be replaced by the Home Owner where planting is removed. Community Management must approve the location of any diggings due to the ultimate size of plants, underground utilities, and lawn maintenance. Shrubby, trees, and plants planted become part of the land and may not be removed without Community Management's permission.

**8.2.3 Trees and Shrubs:** Trees and shrubs which are on the Lot of Home Owner and which are destroyed or damaged by high winds, by any act of nature, by disease, or in any other way, must be removed by Resident as part of the required Lot maintenance; this includes dead trees and shrubs. Trees must be trimmed to maintain a minimum clearance of six (6) feet from foliage to ground. Resident must pick-up and dispose of fruit dropped from trees, remove dead or diseased plants, shrubs, or trees. Lot maintenance which is to be performed by Resident includes fallen tree or limb removal, limb trimming, fertilizing, root trimming or removal, leaf raking and removal and repair or treatment of damage, disease or infestation from lawn pests. For purposes of this rule, any tree the trunk of which is entirely within the boundary of Home Owner's Lot, is considered to be "on the Lot." Any tree, the trunk of which is on a boundary line of Home Owner's Lot, is the shared responsibility of the adjacent Home Owner (if the trunk is located on a shared boundary line between two Lots) or of the Community Owner (if the trunk is on a boundary line separating Resident's Lot from a common area of the Community or from an unoccupied Lot).

**8.2.4** Vegetable Gardens: Vegetable gardens are prohibited on the Lot except where prior written approval from Community Management has been obtained.

**8.2.5** Absences: Residents who are going to be absent from the Community for more than ten (10) days must notify Community Management as to what arrangements have been made for the necessary grounds care. Community Management reserves the right to do the necessary work at Resident's expense so that the Lot will meet these Rules. Water valve must be shut off when a Home Owner or Resident is gone for more than three (3) days.

**8.2.6** Watering: Sprinklers and hoses shall not be left running unattended. Excessive watering which causes draining into streets, carports, under Homes or adjacent Lots, or otherwise causes run-off from Home Owner's Lot is not permitted. Community Management may enter a Lot and turn off the water in these instances in order to protect the Community. Automatic lawn sprinkler systems must be approved by Community Management prior to installation and must be constructed in accordance with applicable government regulations after permits are obtained. Restricted watering days and/or hours may be required in compliance with directives from governing authorities; if so, such requirements will be posted in the Community and must be strictly observed.

**8.2.7** Ditches: Those Home Owners whose Lots are adjacent to drainage ditches are required to maintain the space up to the banks of said ditches to prevent unsightliness. Likewise, there shall be no dumping of leaves, clippings or other debris into the ditch by anyone. If any trash is dumped by Home Owner in such areas adjacent to Home Owner's Lot, it must be removed at the Home Owner's expense.

**8.3** Laundry Lines: Only removable umbrella or reel-type laundry lines will be approved and must be placed at the rear of the Home. Laundry lines must be taken down daily and properly stored between uses. Pole location must be approved in writing by Community Management prior to installation to avoid damage to underground utilities. Lines for hanging clothes outside and lines strung between trees or on carport supports will not be permitted. No one is permitted to hang towels, rugs, rags, wearing apparel, or any other such items on the Home or on any other device on the Lot, excepting the approved laundry line.

**8.4** Solar Energy Devices: All solar energy devices (including solar powered devices and solar panels) must be approved by Community Management in writing prior to installation and must be constructed and installed in accordance with applicable state and local regulations and shall be installed only after all required permits, if any, are obtained.

**8.5** No fences, other than those approved in writing in advance by Community Owner are allowed in the Community. Management may require the repair, repainting, or removal of existing fences if unsafe or unsightly.

**8.6** Antennas: No antennas or outdoor reception devices shall in any way be attached to or protruding from any Home or Lot, except small DBS satellite dishes less than one meter in diameter (39 inches) and broadcast TV antennas (over-the-air and multichannel multipoint antennas). All other outdoor reception devices are prohibited. Further, any equipment that interferes with neighboring reception is prohibited. Prior written permission from Community Management must be obtained before installation of any kind of approved outdoor reception device (DBS satellite dish or broadcast TV antenna) to ensure that the device is located in conformance with the aesthetic standards of the Community.

**8.6.1** To maintain an attractive Community, satellite dishes or broadcast TV antennas must be installed in an inconspicuous location on the rear of the Home or in a location that is not visible from the street. If such placement sufficiently impairs the quality of reception, the dish or antenna may be installed on the Home or Lot in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. However, due to concerns over possible damage to underground utilities, prior written approval from Community Management is required for the placement of a satellite dish or broadcast TV antenna on the Lot. Home Owner is prohibited from installing satellite dishes or broadcast TV antennas outside Home Owner's Lot.

**8.6.2** Due to safety concerns posed by winds and the risk of falling outdoor reception devices and masts, these items together may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than 12 feet above a roofline. Additionally, approved outdoor reception devices shall not be installed nearer to a Lot boundary than the combined height of the mast and reception device. Resident is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses or other damages to any person or property caused by the installation, maintenance, or use of the reception device.

**8.7** Posts, Poles, and Stakes: No posts, poles, stakes, or the like are to be driven into the ground or around the perimeter of the Lot without prior written approval of Community Management due to the danger of interfering with or damaging underground utilities. Home Owner will be liable for any expense incurred by the Community resulting from violation of this Rule.

**8.8** Outdoor Equipment:

**8.8.1** No outdoor equipment, including but not limited to, weight benches, trampolines, outdoor exercise equipment or other outdoor recreational equipment, major appliances, hot tubs and similar personal property or improvements, are permitted on the Lot. No newly installed swing sets are allowed on the Lot; existing swing sets may not be replaced.

**8.8.2** Basketball hoops (either portable or stationary) may be permitted if prior written approval is received before installation, installation is done in a manner that is safe and does not disrupt the privacy of neighbors, the equipment is well maintained, and the Resident does not allow use except under Resident's supervision. Basketball hoops may not be set up on or near the street and must be located at the rear of the driveway. However, if the Community offers a basketball court as an amenity in the future, then basketball hoops are prohibited from being installed or located on the Lot.

**8.8.3** Swimming pools, lap pools, hot tubs, spas, saunas, water gardens, water fountains, or any similar personal property or improvements are prohibited.

**8.8.4** No outdoor fireplaces, fire pits, chimeneas, fire bowls, oil lamps, lanterns, or outdoor heaters of any kind are allowed. Barbeque gas grills, charcoal grills, and smokers used for outdoor cooking are allowed.

**8.8.5** Resident hereby indemnifies and holds harmless Community Owner, its affiliates and its and their officers, directors, employees, assigns and agents with respect to any claims, damages, loss or cause of action arising from the use of any allowable outdoor equipment.

**8.8.6** The use of outdoor recreation equipment is subject to noise restrictions. (See rule re: Resident and Guest Conduct for further information.)

**8.9** Outdoor Signage and Flags: Resident may not post "Beware of Dog" or "No Trespassing" type signs at the Lot or on the Home or in the windows of the Home. Residents may display one portable, removable United States flag or official flag of the State of Florida, not larger than 4½ feet by 6 feet, in a respectful manner in or on their Home. Residents may also display one portable, removable official flag, not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, or a POW-MIA flag in a respectful manner in or on their Home. Home Owner may display one "For Sale" sign, no larger than 12 inches by 16 inches, inside the Home window. (See Rule 5.4). No other flags or signs may be displayed on the Home or in the yard.

**8.10** Storage: Lawn care equipment, tools, toys, and other equipment must be stored out of sight in a neat and orderly manner when not in use. No articles are to be stored in a visible location outside, on, or beneath the Home, the deck, stoop, screened room, or patio.

**8.11** Furniture: Only furniture specifically designed for outside use is allowed outside the Home. Patio furniture and grills must be placed adjacent to the Home when not in use. Any temporary structures such as portable carport covers, tents and party tents, canopies, pavilions, or other similar structures are prohibited from being permanently installed on the Lot and must be taken down daily after use and properly stored.

**8.12** Temporary Structures: Temporary structures such as pop-up carports, garages or sheds are not permitted.

**8.13** Trespass: Community Owner considers each Lot within the Community to be absolutely private to the demised Home Owner, and it shall be a violation of these Rules for anyone to trespass through or upon the Lot of another.

**8.14** "Security cameras" (defined for purposes herein as any camera or other visual viewing and/or recording device that provides continuous visual viewing or continuous and/or intermittent visual recording for safety and security purposes) shall be permitted to be installed on the Resident's lot, provided that (a) the installation complies with the terms and provisions of this declaration and any architectural review guidelines and rules and regulations promulgated by the Community in furtherance of the terms and provisions of this declaration, (b) the placement and use of such security cameras does not result in an "improper view" (defined to mean a view that encompasses, in whole or part, continuously or temporarily, a view of or into another resident's property, whether intentional or unintentional, but specifically excluding views from the front or side of the residence into the adjacent street or roadway and which might include some portion of the front yard or side yard areas of the property lying across such street or roadway), and (c) the use of such security cameras is not utilized in a fashion to invade or disrupt any resident's reasonable right of privacy. A resident's failure to comply with the terms and provisions of this section shall constitute a nuisance under this declaration and a violation of these Rules and Regulations. Upon discovery, the Community Owner shall deliver written notice of such violation to the subject Resident, and the Resident shall have 5 days from receipt of such notice to correct such violation. The failure of the Resident to correct such violation within such 5-day period shall entitle the Community Owner, without requirement for further notice, to enter upon the property to take such actions as necessary to remove the offending security cameras, and all costs and expenses incurred by the Community Owner in such regard shall be levied against the Resident and the property through the levying of a specific assessment. In no manner shall the Community Owner be deemed to be a guarantor or protector of an individual's right to privacy, and the Community Owner shall only undertake actions under this section following receipt of a written claim from an offended Resident and subsequent inspection by the Community Owner and determination of a violation. The foregoing provisions shall in no manner be deemed to limit a Resident's private right to damages for any violation.

**8.15** Exterior Lighting. All exterior lighting shall be designed, located and lamped in order to be unobtrusive to neighbors as determined in the sole and unique discretion of Community Management by preventing or minimizing: overlighting; energy waste; glare; light trespass and sky glow. Lights on the exterior of the home, on the lot or visible outside of the home should be installed and operated to minimize off-site trespass (outside the boundaries of the Resident's lot) to the maximum extent possible. All lights on Resident's home and lot should be directed only to where the light is needed. Lights should be no brighter than necessary. Lights should be dimmed down or turned off when not required. Light which is visible outside of the home should be of warm colors; avoid using light of blue or bright white. The light from an outside lamp should be pointed parallel to the ground so that the bulb is not visible from the street or from the home of another resident. Light trespass onto the lot of another resident or common area of the residential property by lighting shall be remedied by redirecting the light fixture or by controlling the light output as determined to be necessary in the exclusive discretion of Community Management. All nonessential lighting on the exterior of the homes or any structure or improvement on the lot shall be turned off no later than 11:00 P.M. Lights on a timer are encouraged. Sensor activated lights are encouraged to replace existing security lighting.

## **9. GUESTS**

**9.1** All persons who are not specifically named in the Rental Agreement are considered as Guests. A Guest is a person whose stay does not exceed fifteen (15) consecutive days or thirty (30) total days per year. Such person(s)

will be required to be approved for residency within the Community pursuant to the Rules and Regulations. Guests shall not be permitted to reside or stay in the Community in the absence of Resident.

**9.2** Guests are entirely the responsibility of their Resident hosts and must comply with Community Regulations. Guests who are unruly or who create disturbances will be asked to leave. If Community Management so requests, a Guest must vacate the Community within 24 hours of delivery to Resident or the Guest of a written demand to vacate.

**9.3** Without prior written consent of Community Management Guests will not be allowed to bring a dog or any other animal into the Community with them at any time, even for a daily visit. Service animals are permitted for handicapped persons.

**9.4** All overnight Guests or Guests who will be using Community recreational facilities, if any, must be registered by their Resident host with the Community Management between the hours of 9:00 A.M. and 5:00 P.M. Guests arriving on weekends or holidays may be registered between 9:00 A.M. and 5:00 P.M. the last day prior to their arrival. Failure to register your Guest will subject the Guest to immediate removal from the Community. Guests must notify Community Management upon departure. Seasonal occupants are requested to notify Community Management of the period(s) during which the Home is vacant.

## **10. VEHICLES AND PARKING**

Only individuals having a current and valid driver's license may operate a motor vehicle in the Community. The term "vehicle" shall have the same meaning as the term "motor vehicle" as defined in section 320.01, Florida Statutes, which includes, but is not limited to, a "trailer" that is without motive power and is designed to be pulled by a vehicle with a motor. Further, a "personal vehicle" shall mean a Resident's non-commercial car, truck, SUV, station wagon, minivan, or passenger van which is used for personal transportation with a payload capacity which does not exceed 1 ton and is without advertising logos, signage, decals, and stickers.

**10.1** Vehicles: All vehicles must have liability insurance in the minimum amount required by State law.

**10.1.1** Only personal vehicles licensed and used for daily transportation will be allowed to be operated in the Community. All other vehicles, including but not limited to, any commercial vehicle, any vehicle with a payload capacity exceeding 1 ton, large trucks, cargo vans, step vans, semitrailers, motorhomes, recreational vehicles, buses, campers, boats, off-road vehicles, utility trailers of any type, boat trailers, motorcycle trailers or any similar vehicles, must be removed from the Community. Community Management will ban from the Community any vehicles that, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Community. Personal vehicles where more than 30% of the vehicle is covered with decals or stickers of any kind are deemed unsightly and are prohibited from being stored in the Community.

**10.1.2** If space in the designated storage area is available and storage fees as applicable are paid, then Resident may have the non-exclusive right of access to and use of the storage area for the purpose of storing the Resident's qualifying vehicle. Vehicles qualifying for placement in the storage area include a Resident's recreational vehicle or motorhome, boat, boat trailer, camper, utility trailer, motorcycle trailer, or personal water craft. In general, personal vehicles and commercial vehicles are prohibited from being stored in the storage area.

**10.1.3** Motorcycles and mopeds which are properly registered and operated by a Resident with a valid operator's license will be permitted only as transportation on Community streets via the shortest route in and out of the Community. No recreational or joyriding will be permitted within the Community by Residents or Guests. All permitted vehicles must have factory-type quiet mufflers. Prior to storing, parking and/or driving any motorcycles, mopeds or motor scooters in the Community, it is Resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled.

**10.1.3** ATV's, minibikes, dirt bikes, go-carts, or any similar motorized vehicles are prohibited from being operated in the Community. No unlicensed off-road vehicles will be permitted within the Community.

**10.1.4** Washing of Resident's personal vehicles is permitted subject to any rules or regulations promulgated by any local, state or federal agency.

**10.2** Parking: Without prior written consent of Community Management, no vehicle shall be parked in or on Community common areas, other than those areas specifically designated for parking. Parking on roadways within the Community or on lawns, swales, green areas or vacant Lots or on undeveloped portions of the Community is strictly prohibited. Vehicles are not to be parked on the grass at any time.

**10.2.1** Resident is permitted a total of two (2) vehicles per Lot, provided there is adequate room on the driveway, except with the express written consent of Community Management for an exception to this rule.

**10.2.2** Campers, trailers, motorhomes, boats or delivery vehicles will be permitted reasonable time for loading and unloading, but shall never be parked or stored overnight within the Community. No person may remain overnight or otherwise reside in the Community in any camper, motorhome or similar vehicle.

**10.2.3** Unless otherwise provided by Community specific rules, the street right-of-way may not be used for parking. A Guest's vehicle may be temporarily parked in the street right-of-way but never overnight (and in no event for more than five (5) hours). A Resident's vehicles may be temporarily parked in the street right-of-way for drop-off and pick-up for no more than fifteen (15) minutes but never overnight. In the event there is not sufficient space, it is the responsibility of the Resident to locate parking or storage outside the Community and not on other Residents' Lots. Residents are responsible to insure that Guests' vehicles comply with these rules.

**10.3** Vehicle Repairs: Mechanical or other repair of vehicles, boats or trailers is not permitted at a Lot or elsewhere within the Community. Vehicles without current licenses, inspection stickers and tags, or which are inoperable or in a state of disrepair including, but not limited to, those which are rusted, dented, handpainted, or unpainted or which are missing external parts, are not to be stored on the Lot or in any other area within the Community. No vehicle may be on jacks, blocks or ramps at any time other than for emergency tire changes lasting no longer than 30 minutes. Due to the safety hazard it presents, any vehicle left on jacks, blocks or ramps is subject to towing, as provided by applicable law, and vehicles on roadways are subject to immediate towing without notice, or with such minimum notice as may be required by applicable law, payable to the towing service and not to Community Owner.

**10.4** Vehicles in violation of these Rules may be towed away without notice, or with such minimum notice as is required by applicable law, at the registered owner's expense, payable to the towing service and not to Community Owner.

**10.5** Speed bumps, if installed, are a safety device. Community Owner is not responsible for any damage or personal injury resulting from contact with a speed bump.

**10.6** Speeding in excess of posted limits is prohibited. All autos, motorcycles, mopeds and any other vehicle must observe the posted speed limits or, if no signs are posted, must observe a speed limit of 10 miles per hour and must obey all "stop signs" and other posted warnings. A FULL STOP must be made at all stop signs. All of these Rules will be enforced as this is for the safety of our Community Residents. Residents must inform all visiting Guests/invitees about the speed limit and the aforementioned rules.

**10.7** Bicycles, golf carts and pedestrians have the right of way, and must observe all traffic rules. Bicycle riding in the Community after dark is permitted only if bicycles are equipped with front lights in working order and reflectors on the rear of the bike. Bicycle riders must obey all street signs.

**10.8** The building or repair of boats in the Community is prohibited.

**10.9 Prohibited Vehicles and Uses.** No (a) boats, (b) jet skis, wave runners or like vehicles or devices, (c) boat trailers, (d) trailers of any kind, (e) campers, (f) motor homes, (g) truck campers, (h) motorized scooters, as referenced in Section 320.01, F.S., or any successor statutes, or as otherwise defined in the Florida statutes, (i) mopeds, as defined in Section 320.01(27), F.S., or any successor statutes, or as otherwise defined in the Florida statutes, or (j) buses and limousines and any other like vehicles, shall be permitted to be parked in the Community unless parked in an area designated by Community Management for such purposes. No vehicle shall be used as a domicile or residence, temporarily or permanently. Nothing in this section shall be construed to limit the ability of disabled persons to own, use and otherwise maintain power driven mobility devices and wheelchairs (as defined in 28 C.F.R. §35.104) within the Community, but such power-driven mobility device or wheelchair shall not consist of any of the prohibited vehicles described in this rule.

**10.10 Electric Motor Vehicles.** Electric motor vehicles (defined as a motor vehicle that is powered by an electric motor that draws current from rechargeable storage batteries, fuel cells, or other sources of electrical current) are permitted within the Community, provided that any such vehicle shall only be charged while parked within the carport contained within or as part of the home. As with other types of vehicles, only individuals who have a current and valid driver's license may operate an electric motor vehicle within the Community.

Community Management may but is not required to promulgate rules and regulations from time to time regarding the nature, components, and location for installation of electric vehicle charging stations. A home owner must apply for approval of Community Management before installation of an electric vehicle charging station. Upon approval by Community Management and execution of a written agreement confirming Home Owner's acceptance of the terms of installation and operation including agreeing to be solely responsible for all costs and expenses related to the installation, insurance, maintenance, repair and replacement of the charging station, and acknowledging that Community Owner is not a guarantor of electric service to the charging station, Home Owner may install an electric vehicle charging station in his carport.

## **11. PETS**

**11.1** Prior written approval from Community Management must be obtained as to any animal which is to reside in the Community, and such written approval must be obtained and submitted prior to the time the pet is actually brought into the Community. No more than two (2) generally accepted domestic pets which have been approved and registered by the Community Manager are allowed per household. To be approved, the pet must be an inside pet and a true household pet. Community Management reserves the right to make decisions on pets on a case-by-case basis but shall not use this discretion to approve or grandfather a pet with a history of barking, attacking, growling, biting, other menacing behavior or any dog whose breed or breed mixture appears to be a dangerous breed as described in the Dog Rule below. Community Management can at any time terminate approvals granted for pets based upon incomplete, inaccurate, or changed information or pet behavior.

**11.2** Completion of the written application form by Resident shall be required before approval of any pet will be considered. All information required on the application shall be provided with complete detail as requested. Such items requested shall include, but not be limited to, the name of the pet, the breed, the adult size of the pet (height and weight), the pet license tag number and current vaccination status of the pet, the veterinarian for such pet, the length of time that said pet has been with Resident and any history of the pet as it pertains to barking, attacking, growling, biting, other menacing behavior or law suits occasioned by its behavior. The application shall be signed and dated by the Resident. Any false or incomplete information on the application, including that of the mix or breed of the pet, will be deemed absolute grounds for rejection of the pet, and shall constitute a violation of the Rules if the pet is not immediately removed.

**11.3** As part of the application, Resident shall submit to Community Management proof that the pet has a valid and current pet license (if a license is required by law), and that the pet has received all required vaccinations and inoculations. Resident shall also bring the pet to Community Management for a visual assessment. Annually, Resident shall be required to provide to Community Management proof of a current pet license and of vaccinations and/or

inoculations as are required. This documentation shall be copied and presented to Community Management within 15 days of the renewal date of any pet license and/or vaccination and inoculation requirement.

**11.4** No pet with a history of biting or attacking any person shall be allowed or approved. Any Resident or prospective Resident who has previously been sued because of damages caused by any pet for which approval is being sought shall be denied permission for such pet to be brought into the Community.

**11.5** Dogs:

**11.5.1** The following breeds are not permitted under any circumstances, regardless of whether prior approval for the same has been acquired: Doberman Pinschers, German Shepherds, Rottweilers, Pit Bulls, Staffordshire Bull Terriers, Chow Chows, Akitas, wolf/dog mixes, any dog which is a mix of the above breeds, or any dog that exhibits aggressive behavior. An animal is considered "aggressive" when its behavior reasonably causes fear for a Resident, Guest or Community employee or contractor. A single bite is sufficient reason, but not a prerequisite for removal under this rule. Properly trained and well-behaved "house dogs" capable of being comfortably maintained indoors, for which immunization and licensing in compliance with the local animal control ordinance (or other comparable municipal ordinance accepted by the local animal control) is current and is maintained current are permitted, provided that their behavior does not in any way become a nuisance to neighboring Residents. Applicants for residency in the Community and Residents of the Community who wish to acquire a dog must provide evidence of such immunization and licensing to Community Management in conjunction with the approval process.

**11.5.2** Dog owners are required to demonstrate full control of their dog and its behavior. If a complaint is received by Community Management regarding the behavior of a particular dog, which Community Management in its sole discretion determines to be valid, Community Management may require either that the dog be permanently removed from the Community or that the Resident provide evidence of successful formal obedience training by organizations operating to American Kennel Club standards, or equivalent.

**11.5.3** Dogs must be kept inside the Home except when taken outdoors on a leash for reasonable outdoor exercise periods. For this purpose, dogs may be walked on Home Owner's Lot or on the common areas or entrances to the Community. When outside the confines of the Home, all droppings must be immediately removed by the Resident. In no event may a dog be permitted to trespass on another Home Owner's Lot.

**11.5.4** Dogs shall not, under any circumstances, at any time be caged, fenced, tied or otherwise left restrained but unattended outside the Home of the dog's owner. No outside fences or pet restraining perimeters, whether above or below ground, dog houses, dog runs, cages, or other containers or forms of restraint of any kind for the retention of pets will be permitted on the Lot.

**11.5.5** Persistent barking (barks or howls for ten sustained minutes or more on a regular and recurring basis) by any dog at any time of the day or night constitutes unacceptable dog behavior.

**11.5.6** Community Management will investigate any and all written complaints concerning dogs from any neighboring Resident. When dog owners are determined by Community Management to be out of compliance, the dog owner will be given written notice of such non-compliance, which may lead to eviction for non-compliance under these Rules.

**11.6** Cats:

**11.6.1** Domesticated cats for which immunization and licensing in compliance with the local animal control ordinance (or other comparable municipal ordinance accepted by local animal control) is current and is maintained current are permitted. Applicants for residency in the Community and Residents in the Community who wish to acquire a cat must provide evidence of such immunization and licensing to Community Management.

**11.6.2** Cats must be kept inside the Home except when taken outdoors on a leash for reasonable outdoor exercise periods.

**11.6.3** Cats shall not, under any circumstances, at any time be caged, fenced, tied or otherwise left restrained but unattended outside the Home of the cat's owner. No outside fences or pet restraining perimeters, whether above or below ground, or other forms of restraint of any kind for the retention of pets will be permitted on the Lot.

**11.6.4** Community Management will investigate any and all written complaints concerning cats from any neighboring Resident. When cat owners are determined by Community Management to be out of compliance, the cat owner will be given written notice of such non-compliance, which may lead to eviction for non-compliance under these Rules.

**11.6.5** Persistent howling which is audible outside the Home by any cat at any time of the day or night constitutes unacceptable cat behavior.

**11.7** Birds:

**11.7.1** Pet birds whose singing or other noises are not audible outside the Home Owner's Home are permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.

**11.7.2** Community Management will investigate any and all written complaints concerning birds from any neighboring Resident. When bird owners are determined by Community Management to be out of compliance, the bird owner will be given written notice of such non-compliance, which can lead to eviction for non-compliance under these Rules.

**11.8** Other Animals: No other agricultural or wild animals, poisonous creatures or exotic creatures such as pigs, iguanas, snakes, ferrets, rabbits, etc., are permitted in the Community.

**11.9** Residents shall hereby be liable for and shall defend, indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, agents, and assigns from all personal injury or property damage caused by pets. In addition, Residents shall comply with all provisions of any rules, regulations and ordinances of any governmental authority or agency and the laws of the State with respect to dogs, cats and other pets.

**11.10** Without the prior written approval of Community Management, pets belonging to daily visitors and/or overnight visitors of Residents must be boarded outside of the Community. However, Guests' service animals are permitted.

**11.11** Pets are specifically prohibited from the common areas and recreational facilities of the Community.

**11.12** Feeding of stray or wild animals is prohibited.

**11.13** Any pet found running loose may be picked up and delivered to the local animal shelter. If the animal is wearing identifying tags, Community Management may, but is not obligated to, first attempt to return the animal to its owner.

## **12. UTILITIES**

**12.1** Utility Hook-Ups: All electrical and plumbing hook-ups must be completed by licensed and Community approved service people. Any fees for installation or hook-up of utilities are the Home Owner's responsibility. Home Owner must determine the amperage requirements of his or her Home, appliances, and equipment. If Home Owner's amperage requirement is not met, Home Owner shall bear the cost of replacing or upgrading the breakers, electrical wiring, and connections. It shall be Home Owner's sole responsibility to purchase the wire and

required connecting device and to hire a duly licensed electrician for this installation. Home Owner must notify and cooperate with Community Management for the placement of the electrical components. Home Owner is responsible to Community Management and to the other Home Owners within the Community for any damage that arises from faulty wiring within the Home, inadequate amperage, or improper installation of the electrical components.

**12.2** Utility Repairs: All utility problems must first be reported to Community Management before commencing any repairs. The cost for repairs made without notifying Community Management, including any damages incurred, will be the Home Owner's responsibility. Community Management is not responsible for the failure, default, improper act, or omission by any utility supplying such services. Residents must immediately repair any water or sewage leaks in or from pipes or fixtures in, on or under the Home up to the point where such systems connect to the Community lines at Home Owner's Lot. Home Owner's obligation for maintenance and repair of water, sewer, and electric lines and connections are set forth in the Rental Agreement. Home Owner must arrange for electrical upgrades or modifications necessitated by Home Owner's use of electrical power.

**12.3** The Community Owner shall not be liable for any damage resulting from temporary interruption of water service. Hot water heaters, if installed, should be equipped with an antisiphon valve to prevent a health and safety hazard and avoid damage to the hot water heater in the event of interruption of water service, and Community Owner shall not be liable for any such damage. As noted above, the Home Owner shall promptly repair or cause to be repaired any defective plumbing, electrical, or other related issues in the Home, including dripping faucets. The Home Owner shall not waste or unreasonably use the water supply. Watering of lawns may be restricted depending on applicable local and state restrictions regarding same, which must be complied with. Watering outside of any such hours is prohibited.

### **13. GARBAGE AND TRASH DISPOSAL**

**13.1** All garbage must be wrapped and placed in a garbage container and securely closed at all times. Until ready to be taken by the Resident to the appropriate dumpster location for pickup by the service provider, containers are to be placed behind the Home in an area not visible from the street. Also, (1) Yard trash and cuttings must be put in plastic bags containing no trash; (2) Limbs must be tied in bundles, none over 3 feet in length; and (3) Cardboard boxes must be broken down flat - any items falling under one or more of these three categories must be disposed of properly and promptly by the Resident outside of the Community.

**13.2** Loose items such as trash cans, water hoses, building materials and similar outdoor equipment are to be properly stored indoors and out of view. Items such as, but not limited to, sanitary napkins, condoms, metal, rubber, clothes, plastic, paper towels, fabric, grease, disposable diapers, tampons (including those labeled "flushable"), and the like are not to be disposed of in Home or Community toilets or drains. Expenses of purging stoppages of sewer lines of such or similar foreign objects shall be the burden of the Home Owner who occupies the space from which the foreign object originated.

**13.3** The garbage company will pick up trash from the dumpster according to the company's own schedule and rules. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection. It is the Resident's responsibility to remove any trash the garbage company will not handle, including any bulk or large-item trash.

**13.4** Home Owners, their Guests, agents, invitees or other occupants are prohibited from generating, manufacturing, storing, treating, discharging, releasing, burying or disposing on, under or about the leased Lot, or any area in the Community, and from transporting to or from the leased Lot or other area of the Community any hazardous waste.

### **14. RESIDENT AND GUEST CONDUCT**

**14.1** Noise or conduct that Community Management finds objectionable, that disturbs the peaceful enjoyment of the Community by neighbors, or is deemed a nuisance to other Residents, that materially interferes with Community Management's operation of the Community or that constitutes a breach of the peace is prohibited. Loud

noises, annoying parties, and abusive or profane language shall not be permitted at any time in the Community. Yelling, screaming, other noise-making, or the use of profanity outside the Home or inside the Home if audible outside the Home, are not permitted in the Community. All Residents and their family members, invitees and Guests must conduct themselves in an orderly fashion and must ensure that they behave in such a manner as not to annoy, disturb or interfere with other occupants of the Community. Residents are requested to keep noise levels from whatever source to a minimum. Written complaints filed with Community Management by Residents concerning noise or disturbances caused by another Resident or such Resident's Guests shall be considered as evidence of a violation of these Rules.

**14.2** Residents, occupants, and Guests are not permitted to play in the streets, in vacant Lots, or in the yards of other Residents; are not permitted to climb trees in the Community or play ball in the Community streets; or to pass through other Residents' yards. Resident shall be responsible for the actions of such occupants and Guests who violate these Rules and Regulations. Such violations are considered to be violations by the Resident.

**14.3** Skateboarding is prohibited in all common areas of the Community, including vacant Lots.

**14.4** Residents and those persons residing with Resident shall not allow anything to be done on the Lot or in the Home, including the operation of any equipment or machinery, that may result in serious property damage to the Home, Lot or Community in which the Home is located or that is disturbing to other Residents. Residents and those persons residing with Residents shall not allow any activity that may constitute or create a liability on the part of Community Owner or interfere with the quiet enjoyment of other Residents.

**14.5** No alcoholic beverages may be used or consumed on or in any common area of the Community. Smoking is not allowed in any of the Community's recreational facilities or common areas.

**14.6** Residents will be held responsible for their own conduct and the conduct of the members of Resident's household, Resident's Guests or other persons under Resident's control or on the Lot with Resident's permission or consent. Each Resident is jointly and severally liable for the actions of all such described persons and of any additional persons arriving with such described persons and the resulting damages occurring to another Resident's property or that of Community Owner's property. Guests may not sleep in vehicles.

**14.7** Illegal drugs (under either state or federal laws) are strictly prohibited and will not be permitted.

**14.8** Home Owners shall hereby be liable for and shall defend, indemnify and hold harmless Community Owner and Community Manager, their affiliates and their officers, directors, employees, agents, and assigns from all personal injury or property damage caused by assault, battery, or other crime. In addition, Home Owners shall comply with all provisions of any rules, regulations and ordinances of any governmental authority or agency and the laws of the State.

**14.9** Residents and their guests must obey all federal, state and local laws regarding the ownership and possession of firearms. The open carrying, display, or brandishing of firearms or other weapons including but not limited to guns, air rifles, knives, slingshots, or any other type of weapon is strictly prohibited in all common areas of the Community, including but not limited to streets, sidewalks, recreational facilities, offices, and other shared areas all of which are hereby designated as "gun-free zones." Violators of this rule shall be immediately reported to local law enforcement. The display or use of other dangerous instrumentalities, including but not limited to BB guns and air guns, sling shots, and bows and arrows, is not permitted in the Community. The hurling of rocks, knives, eggs, sticks, and any other missiles is strictly forbidden. Fireworks are also strictly forbidden.

**14.10** Criminal activity in the Community is strictly prohibited and will not be permitted.

**14.10.1** Home Owner, members of Home Owner's household, Home Owner's Guests or other persons under Home Owner's control or on the Lot with Home Owner's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, anywhere in the Community. "Drug-related criminal activity" means

the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance, as such term is defined by applicable laws.

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

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

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

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

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

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

**14.12** Residents and Guests shall not loiter or wander on the streets of the Community between the hours of 9:00 p.m. and sunrise. The term "loiter" means to stand idly about, linger aimlessly, or stop in the course of a trip, journey, or errand. The term "wander" means to move about without a definite destination or purpose, to roam, rove, or stray, to stroll aimlessly, or move from place to place in an aimless or leisurely manner.

**14.13** Public displays of disorderly conduct or immoral behavior as determined in the sole discretion of Community Owner are grounds for eviction pursuant to section 723.061, Florida Statutes.

**14.14** Medical Marijuana. Florida state law specifies that it is illegal to smoke medical marijuana in public places; therefore, the use of medical marijuana in any designated smoking section is prohibited. Additionally, Florida state law permits the property owner to dictate specific stipulations on smoking or vaping medical marijuana; the Community prohibits the smoking or vaping of medical marijuana outside of a Resident's mobile home.

**14.15** Neither residents nor their guests shall engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, or invitees, or directed at Community Management, its agents, its employees, or vendors. If after evaluation by the Community Owner it is determined that a resident or guest of a resident has engaged in abusive or harassing behavior, either verbal

or physical, or has engaged in any form of intimidation or aggression directed at other residents, guests, occupants, or invitees, or directed at Community Management, its agents, its employees, or vendors, as determined in the sole discretion of Community Management, then the offending party shall be found to have endangered the peaceful enjoyment of the Community by its residents, or to have unreasonably disturbed other residents of the Community, or to have committed a breach of the peace. Pursuant to section 723.061(1)(c), Florida Statutes, based on the specific facts of each violation the Resident shall receive either: (1) a 7 day notice of violation in conjunction with which the Resident's rental agreement shall thereafter be terminated and the Resident must vacate the premises within 7 days after the notice to vacate is delivered; or (2) a 7 day notice of right to cure. If the Resident does not comply by the designated date, then a second notice of violation with supporting documentation may be given. If compliance is not obtained by the deadline set forth in the second notice then a 30-day termination of tenancy notice shall be issued and the Resident will have 30 days to vacate the Community. Based on such a determination that the Resident (or guest of Resident) has engaged in abusive or harassing behavior, the Community Owner may evict the violator subject to section 723.061, Florida Statutes.

## **15. SOLICITING OR PEDDLING**

Soliciting or peddling is not permitted in the Community other than Resident solicitation authorized by section 723.054, Florida Statutes. Vendors, peddlers and agents (including representatives of nonprofit organizations) are prohibited from commercial solicitation of any nature in the Community. Vendors, peddlers and agents, after showing proof of insurance to Community Management, may from time to time, and only upon prior written permission of Community Management, be permitted to conduct business from prearranged facilities in the Community at times and on dates specified by Community Management, but at no time will door-to-door solicitation be permitted.

## **16. BUSINESS**

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

**16.2** No garage, lawn or tag sales will be permitted except those authorized in writing in advance by Community Management. No exceptions will be tolerated. Authorization for such sales held by individual Home Owners will be based on Home Owner(s) agreement to restrictions on the time and manner of the sale and the nature of things to be offered for sale. Community Management reserves the right in its sole discretion to immediately cancel or terminate any sale which results in a disruption of the quiet enjoyment of the Community by any Resident.

## **17. RECREATIONAL AND COMMON FACILITIES**

**17.1** The specific hours of operation for the Community's recreational and common facilities are posted at the facility's location, if applicable, and are disclosed in the prospectus. The recreational facilities may and will be closed from time to time as necessary in Community Management's judgment for appropriate cleaning and/or repairs, for maintenance or weather concerns, or for safety reasons, and no such closures shall be grounds for abatement of rent. All rules related to use of the common and recreational areas will be strictly enforced. The rules regarding Resident and Guest conduct apply to the use of recreational facilities. (See rule re: Home Owner and Guest Conduct for further information.) All Guests must be accompanied by a Resident when using recreational facilities.

**17.2** Violations of the rules for recreational and common facilities may subject the Resident to legal action, including eviction of the Resident or, if Community Owner so elects and the Resident accepts, suspension of the Resident's privileges to use the common area or recreational facility to which such violated rule applies. Acceptance of the suspension of privileges must be acknowledged by the Resident in writing and provided to Community Management no later than three (3) days from receipt of the notice of violation. The length of the suspension will be based on the severity of the violation(s) as determined in the sole discretion of Community Management and may last for the remainder of the Resident's tenancy. Any subsequent violation of common area and/or recreational facilities rules within a twelve (12) month period will unequivocally be grounds for eviction in accordance with Section 723.061, Florida Statutes.

**17.3** The Community Owner reserves the right to eliminate the provision of any common facility or amenity in accordance with Chapter 723, Florida Statutes. One or more of the facilities or services may become unavailable in the event of natural or man-made disaster, including fire, flood, storm, hurricane, tornado, earthquake, war, civil disturbance, vandalism, or any other circumstances reasonably beyond the control of the Community Owner or of the party providing such facility or service, including strike, work stoppage, shortage of materials, shortage of fuel or breakdown, repair or replacement of equipment, and intervention by governmental authority.

**17.4** The recreational facilities, if and when they are installed, are provided for use by the Residents and their Guests on a "USE AT YOUR OWN RISK" basis. No drinking of alcoholic beverages is allowed in or around the recreation areas or buildings within the Community. No pets are allowed in the recreation areas. If there is water access at the Community, swimming, fishing, diving, boating, and other water activities are not allowed.

## **18. LAWS**

Residents must comply with all obligations imposed on Home Owners by applicable provisions of building, housing and health codes, and must obey all federal and state laws and local ordinances related to or concerning the health, safety or welfare of other Residents.

## **19. COMMUNITY OWNER ACCESS TO HOME AND LOT**

In an emergency situation, Community Management may enter a Lot and/or Home to prevent imminent danger to an occupant of the Home or to the Home itself. Additionally, at all reasonable times and subject to any minimum notice requirement of applicable law, Community Management may enter onto the Lot for purposes of repair and replacement of utilities and protection of the Community but not in such manner or at such time as to interfere unreasonably with Home Owner's quiet enjoyment of the Lot.

## **20. LIENS**

To the extent permitted by law and contract, Community Owner will have a legal possessory lien on Home Owner's Home located within the Community for any unpaid lot rental amount, including late charges and utilities, assessment of damages caused by Home Owner or Guests, and for any other recoverable expense under these Rules.

## **21. COMPLAINTS AND NOTICES**

All complaints to Community Management must be made in writing, signed and dated, and must be submitted to Community Management. If you have any complaints or recommendations, please discuss them with the Community Management. Avoid passing rumors on to others. Contact Community Management; we will be glad to do everything possible to correct problem situations. Community Management is not responsible for delivery of personal notes or messages.

**22. MAINTENANCE REQUESTS**

All requests for Community maintenance must: (1) be submitted to Community Management in writing; (2) reflect the date of submission; (3) state the nature and location of the maintenance activity requested; and (4) be signed by the submitting Resident(s). Requests not submitted in conformance with this rule may not be acted upon by Community Management.

**23. USE AND OCCUPANCY**

The Lot shall be used solely for the purposes of placing a Home thereon for the residential use and occupancy of Resident. Without prior written consent of Community Owner, the Lot may not be occupied by more than 2 persons per bedroom. This conflicts with another statement.

**24. LIABILITY FOR DAMAGES**

Community Owner shall not be liable for any loss of, or damage or injury to, the person or property of Resident, any member of Resident's household or any occupant, Guest, or invitee on the Lot, caused by but not limited to: (a) any condition of the Lot; (b) any act, fault, or neglect of any Resident, a member of any Resident's household, or any occupant, Guest or invitee of any Resident or of any occupant of the Community, or of any trespasser; (c) fire, water, steam, rain, hail, wind, flood, sewerage, odors, electrical current, insects, mold, mildew, fungus, or any act of God; or (d) theft or embezzlement, unless any of the foregoing was caused by Community Owner's active or willful misconduct. Resident does hereby indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, assigns, and agents from any loss, cost, damage, or expense arising out of any claim or cause of action asserted by any person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any Resident, member of Resident's household, or occupant of the Lot, or of any Guest or invitee of any Resident or occupant of the Lot.

**25. INSURANCE**

Home Owners are required to obtain and to maintain liability insurance; Home Owners' insurance; flood insurance; and personal property insurance, if necessary, to protect themselves, their Homes and the contents thereof, any other household members, and visitors or Guests of any nature, against loss or damage of any kind arising from placement of the Home within this Community, or from occupancy of such Home while it is in the Community. Home Owners shall hereby be liable for and shall defend, indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, agents, and assigns from all personal injury or property damage. Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a Home Owner's Lot or within a Home Owner's Home, or for reimbursement to the Home Owner for the loss of the Home or personal property. Community Owner reserves the right to waive the requirement for Residents to have one or more types of insurance coverage specified above if such insurance is not reasonably available for purchase by Residents. Violation of this rule shall not be grounds for eviction under Chapter 723, Florida Statutes, of any resident in the Community as of the effective date of this rule. However, a resident who purchases an existing home in the Community or otherwise establishes a new tenancy after the effective date of this rule shall be subject to eviction under Chapter 723, Florida Statutes, for failure to comply with this rule in its entirety.

**26. FLORIDA STATE LICENSE DECAL**

All Home Owners must maintain current state registration decal on their Home. Current state license decal(s) shall be conspicuously displayed on the Home at all times. Please place it in the lower left-hand corner of a window which faces the street and display the current year only.

**27. GOVERNING LAW**

Community Owner-Resident relationship created by the Lease Agreement and these Rules shall be governed by applicable federal law and the law of the State of Florida. It is the intent of Community Owner and Resident to comply with applicable laws and that applicable federal and State law shall override any provision of these Rules that may be contrary to same.

**28. EASEMENTS PERTAINING TO EMERGING TECHNOLOGIES**

**28.1** Community Owner, for itself and its contractors, agents, designees, lessees and licensees, hereby reserves a non-exclusive easement over, across, under and through the community property for the purpose of installing, maintaining, operating, repairing and replacing any and all components, lines, pipes and facilities of one or more "technology devices" (defined for purposes herein as a cellular tower, satellite dish, antenna, distributed antennae system, switching or relay devices, wireless nodes, technology centers, and like or similar equipment) designed to provide to home owners, in whole or in part, or others with technology services from time to time. Community Owner shall have the right, but not the obligation, to lease or license the use of such technology devices to third party providers, and in fact such third party provider shall be entitled to install such technology hubs. Community Owner shall be solely entitled to retain, for its own benefit, any and all payments made by such third party providers in connection with the use of such technology hubs.

**28.2** In connection with subsection 28.1, Community Owner hereby reserves a non-exclusive easement through (1) those portions of the common elements designed for utility lines, pipes and facilities, to install, construct, maintain, repair and replace all lines, pipes and facilities necessary to provide electricity service to the technology hubs, and (2) the common areas to permit ingress and egress in connection with the easements created under this rule. Home owners shall be required to pay the costs and expenses associated with the provision of electricity service to the common areas of the Community via means of a submeter or other similar device which serves to calculate the amount of electricity utilized in connection with the technology hubs.

**28.3** The use of the foregoing easements shall not unreasonably interfere with the use of any home in the Community.

**28.4** Community Owner shall not be obligated to obtain from the homeowners' association (if applicable) or any home owners any approvals for activities contemplated under this rule.

**28.5** Notwithstanding anything to the contrary contained in this rule, in exercising any of the easements granted herein, Community Owner may not impair service to any home and/or to the common areas of the Community and must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities having jurisdiction.

**29. SOCIAL MEDIA**

**29.1** Generally

**29.1.1** Privacy Settings. Privacy settings on a page or for a group on social media, particularly Facebook, must be set to private or closed. Non-residents cannot join a group.

**29.1.2** Resident administrators must be residents in good standing in the Community to be authorized to operate any social media platform that contains any information related to the Community.

**29.1.3** Resident administrators must approve or deny posts from other residents and manage or reply to comments.

**29.1.4** Resident administrators may not transfer to a non-resident any operational control or any responsibility related to a social media platform which contains any information related to the Community.

**29.1.5** Social media posts must not be anonymous and must only be from current residents of the Community.

**29.1.6** Negative posts are to be dealt with based on the Permitted Content and Prohibited Content rules set forth below.

**29.2** Permitted Content: The following content is permitted to be posted on social media:

- 29.2.1** Community HOA Election results
- 29.2.2** Community event schedules
- 29.2.3** Community event photos
- 29.2.4** Content to assist Community residents with daily activities (such as gardening tips, maintenance tips, etc.)
- 29.2.5** Resident celebrations or special events

**29.3** Prohibited Content: All Community residents, including HOA board members on social media, must refrain from posting any content which:

- 29.3.1** Discloses the name of any Community resident in the title of any posted information
- 29.3.2** Is profane, offensive, defamatory, or violent in any way
- 29.3.3** Attacks specific groups or individuals on a personal basis rather than as to issues
- 29.3.4** Contains comments which in the opinion of community management are meant to abuse, harass, threaten, or intimidate other residents (i.e. trolling)
- 29.3.5** Are Spam or Click-baits
- 29.3.6** Link to files that contain viruses
- 29.3.7** Contains any of the following:
  - a. False or hurtful content
  - b. Content related to community business (such as vendor negotiations or contracts)
  - c. Content that fosters, advocates, or perpetuates discrimination based on a person's race, religion, gender, color, national origin, age, sexual orientation, marital status or disability
- 29.3.8** Any type of discrimination (in the sole discretion of the Community Management)
- 29.3.9** Sexual content or links to sexual content
- 29.3.10** Content that encourages or conducts any activity that is offensive, harmful, or illegal in any way
- 29.3.11** Content related to confidential or proprietary business information
- 29.3.12** Personal information
- 29.3.13** Copyrighted or trademarked content (such as images)
- 29.3.14** Contains Images of children taken without parental consent
- 29.3.15** Community gossip
- 29.3.16** Personal opinions as representing the community's views
- 29.3.17** Rants, Negative or Inflammatory comments including those related to the Community or any other manufactured housing community
- 29.3.18** Political statements
- 29.3.19** Defamatory or discriminatory statements including those related to the Community or any other manufactured housing community
- 29.3.20** Legal opinions or statements of legal advice other than as provided by Community Owner
- 29.3.21** Threats of complaints to government agencies
- 29.3.22** Threats of criminal actions

**29.4** Penalties for Violation: If a resident or resident administrator violates any of these social media rules, the Community reserves the right to do one or more of the following:

- 29.4.1** Demand the Administrator immediately delete the post or comment in question without prior notice

**29.4.2** Demand the Administrator remove the offender from the group

**29.4.3** Demand the Administrator remove the social media platform

**29.4.4** Notice the Administrator and or Resident that posted the prohibited content of their violation of their Lease and the Community Rules and Regulations

Irresponsible social media use may lead to termination of the resident's tenancy pursuant to section 723.061, Florida Statutes. All residents are advised that pursuant to the Federal Communications Decency Act, a person who posts anything defamatory or discriminatory on a social media platform may be found liable for damage or injury resulting from that posting. Therefore, residents should exercise caution as to their online activities.

### **30. DRONES**

For purposes of this rule a drone is a powered, unmanned, aerial vehicle that (1) uses aerodynamic forces to provide vehicle lift; (2) can fly autonomously or be piloted remotely; and (3) is designed to be recoverable, and is also referred to as an "unmanned aerial vehicle" or an "unmanned aircraft system." Neither residents nor their guests shall be permitted to fly, operate, or otherwise use a drone within the Community unless: (a) the Resident has received advance written permission for same from Community Management; the drone (b) is registered with the Federal Aviation Authority to the extent required by law; (c) is operated by an individual duly licensed by the Federal Aviation Authority to the extent required by law; (d) is only flown and utilized in accordance with Federal Aviation Authority and/or other applicable governmental requirements; (e) is flown within the Community in a manner not to interfere with any other resident's reasonable expectation of privacy with respect to such resident's person or property; (f) is not utilized in any fashion to spy or otherwise peer into the home of another home owner; (g) is not utilized to harass any Community resident or guest including with respect to private property; and (h) is utilized in a manner not to cause injury to person or property. The operator of a drone shall be solely responsible for any injury to person or property which results from use of such drone. A resident's failure to comply with this rule shall constitute a nuisance. Upon discovery, Community Management shall deliver written notice of such violation to the offending Resident, and the Resident shall immediately cease and desist all such offensive activity.

### **31. COMMUNITY LAKES AND WETLANDS**

**31.1** Fishing, swimming, canoeing or other recreational activities within the lakes and stormwater detention ponds within the Community is prohibited. Residents are allowed access to areas around the lakes and other bodies of water within the Community for non water dependent activities and for observation of wildlife. Access to these areas is available AT YOUR OWN RISK. The Community is not responsible for damage or injury suffered by any person who enters one of these areas. BE AWARE THAT ALLIGATORS MAY BE PRESENT IN ANY WATER BODY ON COMMUNITY PROPERTY.

**31.2** Wetlands play an extremely important role in Florida's complex ecosystem. Wetlands provide habitat for a wide variety of fish and wildlife, and offer numerous water cleansing and flood protection functions. This Community is committed to assist in the efforts of state and local government to preserve natural resources, protect fish and wildlife, minimize storm water impacts to surface waters, and provide for the management of water resources.

**31.3** Residents shall not do anything which would constitute dredging, filling, or cutting of any vegetation within a wetland, or from making any modification or change on their lots which promote erosion or increased flooding. Debris from lawns and from maintenance or repairs (pruned branches, bags of leaves, discarded lumber or other waste material) should not be deposited in wetlands, and should be appropriately disposed of or recycled. Residents should minimize the excess use of fertilizer and pesticides on their lots.

**31.4** Residents who fail to comply with this rule are subject to eviction pursuant to section 723.061, Florida Statutes. Additional available enforcement actions by state or local government include: civil damage and penalties for injury to air, waters or property, including plants, animals, and aquatic life, and administrative fines. In the worst cases fines and imprisonment for willful or reckless violations of wetlands requirements and violations of sovereign submerged lands requirements are also possible.

**32. RESIDENT'S PROPERTY**

All of the Resident's property, including the home placed upon the premises, shall be the sole responsibility of the Resident; and in no event shall the Community Owner incur any liability for loss of or injury to said goods or property. The Resident hereby acknowledges his responsibility to, and the Community Owner strongly recommends the Resident, secure his own insurance to protect his goods and property, including the mobile home.

**33. POSSESSION OF LOT**

The Community Owner shall not be liable for failure to give possession of the premises to the Resident on the effective date of the Rental Agreement. In such event, lot rental amount payments shall be prorated from the day possession is given or is made available to the Resident.

**34. CAREGIVERS**

**34.1** Any resident who wants a caregiver to provide assistance to the resident in the resident's home must submit to Community Management a written request for a reasonable accommodation containing the request for the caregiver.

**34.2** Resident must provide Community Management medical documentation confirming that Resident is disabled and establishing Resident's need for a caregiver.

**34.3** The prospective caregiver shall be subject to a criminal background check and must be approved in writing by Community Management before being allowed to reside in the home to provide caregiver services to Resident.

**34.4** Upon approval by Community Management of the caregiver and upon receipt of the requested medical documentation Community Management agrees to allow the caregiver to reside in the Community in Resident's home as a caregiver for Resident.

**34.5** Resident is responsible for ensuring that the caregiver complies with all Community rules and regulations and does not engage in any conduct that adversely affects the health, safety, welfare, or quiet enjoyment of other residents or guests of the Community. Caregiver agrees that upon demand for failure to comply with this requirement, caregiver shall vacate the Community.

**35. MULTIPLE MOBILE HOME OWNERSHIP**

All mobile homes owned by the same home owner(s) including any corporation, partnership, LLC or other legal entity, and the homesites occupied by those homes must be kept in complete compliance with these rules and regulations at all times. Failure to do so may result in eviction of the home owner(s) and of any homes owned by the home owner(s) which are not in compliance with the standards set forth in these Rules and Regulations pursuant to section 723.061, Florida Statutes, or the denial of the right to sublease any home owned by Home Owner.

**36. RAINWATER COLLECTION**

Home Owner is permitted to maintain one or more devices (such as, but not necessarily limited to, a cistern, barrel or other like container) on the lot, provided that any such collection devices (a) must be architecturally consistent with the appertaining home, (b) shall be located on the property in a manner to limit viewing from adjacent roadways or neighboring lots, (c) shall be screened from view, (d) shall be directly connected to gutters or other like devices or installations to enable rainwater to be collected in the devices, (e) shall be covered and enclosed at all times so as to ensure that standing waters cannot be a source for breeding of mosquitos and other insects, and (f) shall only be utilized by Home Owner to irrigate and water landscaping and plants located on the subject property.

## **37. HURRICANE PREPARATIONS**

**37.1** Each home owner or resident who plans to be absent from the Community during the hurricane season must prepare their home prior to departure by designating a responsible firm or individual to care for the home during Home Owner's or resident's absence in the event that the home should suffer hurricane damage. The designated firm or individual shall be registered with Community Management. The designated firm or individual shall contact Management for permission to install or to remove hurricane shutters or perform other hurricane preparation related work on the home. If permission is given by Community Management for the performance of such work, then the approval shall be conditioned upon Community Management also approving the quality of the materials to be used and the aesthetic appearance of the materials.

**37.2** Hurricane tie-downs are required by the State of Florida and every mobile home brought upon the premises must be secured in accordance with Florida law within thirty (30) days from the date of arrival, at Home Owner's expense. Residents who are to be absent from the Community in excess of four (4) days shall prepare their mobile homes for any storm so that it and other mobile homes are protected. Storm protections shall not be left in place in excess of seven (7) days. All shutters, window awnings shall be in place and all materials or containers which may blow shall be placed inside the mobile home. Hurricane straps may only be employed when warranted by emergency conditions and must be removed as soon as the emergency justifying the use of the straps has ended.

**37.3** Residents are responsible for removing from their lots or otherwise securing any object that may cause damage by falling or blowing during a storm. The Community may, as determined in its sole discretion, without notice if giving notice is not reasonably practical as the result of exigent circumstances, remove, cut or trim any tree, landscaping or object that would, in the judgment of Community Management, cause damage.

**37.4** Any damaged home declared uninhabitable by either a federal, state or local government agency or Home Owner's insurance company may be removed and disposed of by Community Management, and all costs of such removal charged to Home Owner as a damaged home removal fee, if Home Owner fails or refuses to remove or repair the home or to make other arrangements with Community Management for disposition of the home within seven (7) days of notice given by Community Management to Home Owner's last known address.

**37.5** Homes, including appurtenances such as carports, screen rooms, and exterior utility rooms, damaged by hurricanes, or by any other cause, must be repaired or rebuilt to the condition of a well-maintained home or appurtenance in the Community, or to Community standards as set forth in these Rules and Regulations.

## **38. SUBLEASING AND RENTING**

Subleasing, including short-term rentals and vacation rentals, is prohibited in the Community. Examples of short-term rentals and vacation rentals include, but are not limited to, Airbnb, VRBO, etc., and any other similar or like kinds of rentals. No portion of the Lot or Home may be subleased, rented, or leased by Home Owner, nor occupied by any person(s) by or through a rental/purchase option or such other similar lease of the Lot. Community Management may lease any Home it owns or leases on Community Lots. Any subleasing, renting or leasing by Home Owner shall be void, and shall constitute a default by Home Owner under his Lot Rental Agreement. Lots are not transferable. Homes must remain owner-occupied at all times. "Subleasing" is defined as the occupancy of a Home by anyone other than the approved occupants while the approved occupants are not present or by Guests whose stay exceeds that set forth in these Rules and Regulations.

**38.1** When a third-party or tenant rental exception to the Home Owner-occupied rule above has been approved, all occupants of the Home must be properly screened and approved for residency prior to their occupancy of the Home, and each occupant or tenant over the age of eighteen must sign a copy of the Rules and Regulations. (See rule regarding Residency). A written agreement must be executed between Home Owner and Community Management regarding such third-party or tenant rental. Home Owner remains fully responsible to the Community for payments due under Home Owner's Lease Agreement. All third-party or tenant rentals are unauthorized unless prior written approval of Community Management is granted. Further, notwithstanding the right of Community Owner to allow subleasing in

the Community, nothing in this rule compels Community Owner to do so, and Community Owner in its sole discretion may refuse to allow subletting at any time.

### **39. LEASE AGREEMENT TERMS AND CONDITIONS**

A written Lease Agreement will be required of all new Residents prior to occupancy. These Rules and Regulations are deemed incorporated as terms and conditions of the Lease Agreement. Resident shall not assign the Lease Agreement, or any interest therein. In the case of automatically renewing lot leases that do not otherwise provide that they are assumable, with the prior written consent of Community Owner, the purchaser is allowed to assume only the remainder of the lot lease term in effect at the time of sale.

### **40. ENFORCEMENT AND EVICTION**

**40.1** Prior to admission to this Community, each prospective Resident must sign an acknowledgment that they have read, and that they understand and agree to be bound by, the Rules and Regulations as set forth herein. Please note that ignorance of a Rule and Regulation is not an excuse for violation. Every effort will be made by Community Management to ensure that the Rules and Regulations are enforced. Your cooperation is essential in providing you and your neighbors a peaceful and enjoyable Community.

**40.2** Compliance and enforcement of Rules and Regulations is a matter between Community Management and the offending Resident, and as such, no other Home Owner or Resident has any right against Community Management relative to enforcement of the Rules and Regulations against another Resident.

**40.3** Community Management will contact Residents who violate a regulation by means of a personal visit, a telephone call, or a Notice of Rules Violation issued in accordance with section 723.061, Florida Statutes. It is expected that all Residents will correct the violation in a timely manner in accordance with section 723.061. Repeated violation could lead to possible eviction proceedings in accordance with applicable law.

**40.4** A Home Owner, Tenant, occupant, or the Home shall be subject to eviction in accordance with the procedures set forth in Chapter 723, Florida Statutes, and as amended. The grounds for eviction are summarized as follows:

**40.4.1** nonpayment of lot rental amount;

**40.4.2** conviction of a violation of a federal or state law or local ordinances, if the violation is detrimental to the health, safety, or welfare of the other Residents of the Community;

**40.4.3** violation of a Community rule or regulation, the Lot Rental Agreement, or Chapter 723, Florida Statutes;

**40.4.4** a change in the use of land comprising the Community or any portion thereof; or

**40.4.5** failure of the purchaser, prospective tenant, or occupant of a Home situated in the Community to be qualified as, and to obtain approval to become, a tenant or occupant of the Home, such approval being required by these Rules and Regulations.

**40.4.6** Pursuant to Section 723.061(1)(e), Florida Statutes, if a purchaser or prospective tenant of a Home occupies the Home before approval is granted, Community Management may require that the purchaser, prospective tenant, or unauthorized occupant vacate the Community within 7 days of receipt of a notice demanding same.

**41. WAIVER**

No waiver of any default by Resident shall be implied from any omission by Community Owner to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Lease Agreement or these Rules by Community Owner shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of Community Owner to any act by Resident requiring Community Owner's consent shall not be deemed to waive or render unnecessary Community Owner's consent to any subsequent similar act by Resident. The rights and remedies of Community Owner contained herein are cumulative and shall be in addition to those prescribed by law.

**42. SPECIAL EXCEPTIONS**

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

**43. SURVIVAL**

If any portion of these Rules and Regulations is found to be void or unenforceable by a court of competent jurisdiction, the balance of these Rules and Regulations shall remain in full force and effect, so long as the general intent of the parties continues to be met. To the extent State or local law is inconsistent with any terms of these Rules and Regulations, such State or local law shall control the relationship between the parties hereto.

THE FOLLOWING IS AN OPTIONAL CONFIRMATION WHEREBY EACH RESIDENT ACKNOWLEDGES HAVING BEEN GIVEN AN OPPORTUNITY TO READ ALL THE ABOVE COMMUNITY RULES AND REGULATIONS, AGREES TO COMPLY WITH EACH, and is in full agreement with these Community Rules and Regulations being an integral part of the Application for Residency and Rental Agreement between Resident and Community Owner. Resident acknowledges that violations, infractions, breach, or default of these Community Rules and Regulations will be grounds for termination of Resident's Rental Agreement and eviction from the Community pursuant to Section 723.061, Florida Statutes.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
FIRST RESIDENT SIGNATURE

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
SECOND RESIDENT SIGNATURE

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
THIRD RESIDENT SIGNATURE

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
FOURTH RESIDENT SIGNATURE

\_\_\_\_/\_\_\_\_/\_\_\_\_

BY EXECUTION HEREOF, THE BELOW SIGNED REPRESENTATIVE OF COMMUNITY OWNER CONFIRMS THAT RESIDENT(S) REFUSED TO SIGN THE ABOVE CONFIRMATION REGARDING THESE RULES AND REGULATIONS NOTWITHSTANDING THE FACT THAT A COPY OF THE RULES AND REGULATIONS WAS DELIVERED TO THEM ON \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ /\_\_\_\_/\_\_\_\_  
COMMUNITY MANAGER

## ADDENDUM TO COMMUNITY RULES AND REGULATIONS

A. MHC Tenant Protections: In consideration of the execution or renewal of that certain Lease (for purposes of this Addendum, the "Lease") of the Home Site (for purposes of this Addendum, the "Home Site") by and between Owner/Landlord/etc. (for purposes of this Addendum, the "Landlord") and Tenant/Resident/etc., the parties agree that the following minimum tenant protections apply (subject to any provisions under applicable law that offer greater protections to the Applicable MHC Resident):

1. MH Home Owner is entitled to a Lease term of not less than one (1) year except the initial year which may be for less than 12 months for the purposes of having all leases renew on the same date, renewable at MH Home Owner's election, unless there is good cause for nonrenewal including, (1) MH Home Owner being in default under the Lease at the time of renewal, (2) MH Home Owner's serious or repeated violation of the material terms and conditions of the Lease, or (3) MH Home Owner's violation of applicable federal, state, or local law;

2. Community shall give MH Home Owner not less than ninety (90) days' written notice prior to an increase in the lot rental amount payable under the Lease;

3. MH Home Owner shall have a minimum five (5) day grace period for the non-payment of rent, and the right to cure defaults on lot rental amount payments within ten (10) days of the expiration of the foregoing grace period;

4. MH Home Owner is entitled to sell its Manufactured Home to a buyer that qualifies as a new tenant in the MHC, without having to first relocate such Manufactured Home outside of the MHC.

5. MH Home Owner has the right to sell the Manufactured Home in place within 30 days after eviction by the MHC owner, subject to the MHC owner's right to prevent a dangerous condition or any threat or risk of bodily harm to other residents or visitors of the MHC, and provided, further, that, nothing in this section prohibits MHC owner from exercising any other right or remedy available against MH Home Owner under law.

6. MH Home Owner has the right to (a) sublease, and (b) assign the home site lease for the unexpired term to the new buyer or sublessee of the MH Home Owner's manufactured home without any unreasonable restraint, so long as the new buyer or sublessee, as applicable, qualifies as a new resident within the MHC (including satisfying MHC owner's applicable credit and background checks and any requirements in the MHC's rules and regulations).

7. MH Home Owner has the right to post a "For Sale" sign on or in MH Home Owner's manufactured home that advertises the sale of the home, provided that the display and content of such sign complies with the MHC rules and regulations.

8. MH Home Owner has the right to receive such notice as may be required by Chapter 723, Florida Statutes, prior to any planned sale or closure of the MH Community.

If any of the foregoing requirements violate applicable law (including if applicable law provides a more favorable protection to MH Home Owner), then such requirement(s) will be deemed automatically void and of no force or effect. The invalidity or unenforceability of such requirement(s) will not affect the validity or enforceability of any other provision of the rules and regulations, and all other provisions thereof will remain in full force and effect.

B. Definitions: When used in this Addendum, the following terms not otherwise defined in this Addendum shall have the meanings set forth below. Capitalized terms used but not defined in this Addendum shall have the meanings defined in the Lease.

1. "Applicable MHC MH Home Owner" means a MH Home Owner and any other renter of a Manufactured Home in the MH Community. For purposes of clarification, "Applicable MHC MH Home Owner" does not include (1) an owner or renter of a recreational vehicle (including a park model home) located in the MH Community,

or (2) a renter of a residential unit in a building located in the MH Community. "Applicable MHC MH Home Owners" means more than one Applicable MHC MH Home Owner.

2. "MHC" means Dogwood Acres Mobile Home Park.

3. "MH Home Owner" means a Person (excluding Borrower, any Affiliate of Borrower, and any third party investor at the Mortgaged Property that rents its Manufactured Homes to residents) who owns a Manufactured Home located or to be located in the MH Community, and "MH Home Owners" means more than one MH Home Owner.

4. "Manufactured Home", solely for the purposes of this Rider, includes (1) a "manufactured home" as defined in the 1974 Act, and (2) a manufactured home that was fabricated prior to the enactment of the 1974 Act. The term "Manufactured Home", as used in this Rider, does not include any manufactured home that is classified as a recreational vehicle under applicable law (including a park model home).

Notwithstanding anything to the contrary in the rules and regulations or in any other document between Landlord and Tenant, the provisions of this Addendum shall control and will govern and supersede all other provisions of the Lease or MH Community Rules and Regulations, except to the extent that the other provisions of the Rules and Regulations or the other document provide more favorable protections to the Resident. When used in this Addendum, the terms not otherwise defined in the Rules and Regulations shall have the meanings set forth in the Addendum.

If any of the foregoing requirements violate applicable law (including if applicable law provides a more favorable protection to MH Home Owner), then such requirement(s) will be deemed automatically void and of no force or effect. The invalidity or unenforceability of such requirement(s) will not affect the validity or enforceability of any other provision of the Lease, and all other provisions thereof will remain in full force and effect.

**EXHIBIT D  
USER FEE AGREEMENT**

The park owner and homeowner, as evidenced by the execution of this agreement, do hereby agree to provision of the following described service for a fee as set forth below.

It is understood between the parties that the fee is to be charged for the service rendered and that the fee may be increased in the future upon posting a notice at the park office, by personal delivery or by U.S. Mail to the homeowner. The notice is deemed given by U.S. Mail upon mailing to the homeowner's last known address. The basis for the increase in the fee will be increased costs, prevailing market rent or prevailing economic conditions as defined in the Prospectus.

<u>SERVICE</u>	<u>FEE</u>	<u>NOTICE GIVEN BY</u>	<u>HOME OWNERS INITIALS</u>
Vehicle Storage	\$ _____ per mo.	_____	_____
Pest Control	\$ _____ as used	_____	_____
Lawn Mowing	\$ _____ each time	_____	_____
Repair Work	\$ _____ hour	_____	_____

PARK OWNER

HOME OWNER

Signature

Signature

Address

Address

## PROSPECTUS INFORMATION

The park owner reserves the right to amend this prospectus or any exhibit thereto from time to time to the extent permitted by law to conform with changes in relevant statutory provisions or changes in relevant rules of the Department of Business and Professional Regulation, or any other agency having jurisdiction over the operation of this mobile home park.

The Prospectus for the Dogwood Acres was determined adequate to meet the requirements of Chapter 723, Florida Statutes on January 6, 1989.

The identification number assigned by the division is: PRMZ002689-P1

Lot number to be occupied: \_\_\_\_\_