

**PROSPECTUS  
FOR  
RIVER HAVEN MOBILE HOME PARK**

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN LEASING A MOBILE HOME LOT.
  
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. IF THIS PROSPECTUS WAS RECEIVED PRIOR TO OCCUPANCY IN A MOBILE HOME PARK, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS, OR UNTIL OCCUPANCY IN THE PARK, WHICHEVER OCCURS FIRST.

PRMZ001524-P1  
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Last Revision Date: 2-14-2022  
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**PROSPECTUS (OFFERING CIRCULAR)  
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I. PARK NAME AND ADDRESS

The name and address of the Mobile Home Park (the "Park") is as follows:

RIVER HAVEN MOBILE HOME PARK  
104 19th STREET NORTH WEST  
RUSKIN FLORIDA 33570

II. NOTICES AND DEMANDS

Notices and requests concerning Park matters may be mailed or delivered to:

PARK MANAGER  
RIVER HAVEN MOBILE HOME PARK  
56 19th STREET NORTH WEST  
RUSKIN FLORIDA 33570

III. PARK PROPERTY DESCRIPTION

1. Number of Lots. The Park consists of 60 mobile home lots, plus 3 travel trailer lots. On June 30, 1985 this Prospectus was filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business & Professional Regulation (the "Division"), the lots in the Park had been classified as follows: 60 standard lots, plus 3 travel trailer lots.

However, the owner of the Park (the "Owner") reserves the right from time to time to reclassify any or all of the lots in the Park with respect to such reasonable factors as size and location in accordance with Chapter 723, Florida Statutes.

2. Size of Lots.

Lots 1 thru 60                    42 feet X 94 feet  
Approx 3950 square feet.

T.T. Lots 1 thru 3            36 feet 6 inches X 40 feet.  
Approx 1460 square feet.

3. Setback 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.

The State Fire Marshal has established minimum separation and setback requirements, as follows:

Pursuant to §4A-42.05, Florida Administrative Code, the State Fire Marshal has adopted the NFPA Code. This code sets forth minimum separation distance requirements between mobile homes as follows:

5-2.1 Firesafety Separation Requirements.

5.2.1.1

Any portion of a manufactured home, excluding the tongue, shall not be located closer than (10) ten ft. (3.04 m) side to side, (8) eight ft. (2.44 m) end to side or (6) six ft. (1.83 m) 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. (See 5-4.1)

5-4 Accessory Building or Structure Firesafety  
5-4.1 Requirements

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) three ft (0.91 m) 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 (5) five ft. (1.52 m) from the site line of an adjoining site.

In addition to the requirements of the State Fire Marshal, the County of Hillsborough, Florida has enacted certain zoning regulations controlling the setback and separation of mobile homes within the Park. The following setback and separation distances apply in the Park.

- Separation between mobile homes is (10) ten ft.
- Separation between mobile homes and structures is
- Setback from front lot line is (10) ten ft.
- Setback from side lot line is (5) five ft.
- Setback from rear lot line is (5) five ft.

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 interpretation of the set back separation requirements 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 quoted and references requirements concern only the set back and separation requirements applicable to the Park on the delivery date of this Prospectus, and that any one or more of such requirements may be subsequently 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 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.

Shared Facilities

The maximum number of lots that will use the recreational and other common facilities is (60) sixty plus (3) Travel Trailers.

The number given above will not vary.

IV. DESCRIPTION OF RECREATIONAL AND OTHER COMMON FACILITIES

1. Clubhouse. The Park has one clubhouse building that is located in the front of the Park. The clubhouse contains the following rooms:

<u>Room</u>	<u>Intended Purposes</u>	<u>Approximate Floor Area.</u>	<u>Capacity</u>
Meeting Room	Social gatherings and meetings. Crafts, Hobby Club, Bible Class, reading and conversation, Bingo, Park functions, etc.	600 Sq. Ft.	50 people
Kitchen	Food Preparation	340 Sq. Ft.	4 people
Men's Room	Restroom	36 Sq. Ft.	1 people
Ladies Room	Restroom	36 Sq. Ft.	1 people

2. Park Maintenance Building. Storage for mowers, ladders, hand tools etc. Tools may be used by tenants with Park Managers Permission only.

3. Storage Shed. For waste water treatment plant equipment.

#### DAYS AND HOURS OF OPERATION

The days and hours that the facilities of the Park will be generally available for use by the mobile home owners, is as follows:

<u>Facility</u>	<u>Days Available</u>	<u>Hours Available</u>
Club House	7	9 a.m. to 10 p.m.

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. In case of emergency or repairs, the facility may be closed, and the residents will be notified promptly by posting such notices on the affected facility.

#### FUTURE IMPROVEMENTS

There are no future improvements planned for River Haven at this time.

All other facilities have been completed as of the Filing Date. The Owner reserves the right from time to time to alter or change any of such facilities or property by the removal, relocation or alteration of existing facilities and property or the construction of new facilities. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period after the Filing Date.

#### PERSONAL PROPERTY

Listed below are all items of personal property, such as equipment, chairs or other items that are available for use by the mobile home owner.

- CLUB HOUSE
- Tables
- Chairs
- Kitchen Facilities

## V. PARK MANAGEMENT

The management of the Park is the responsibility of the Park Manager. The Park Managers office is located near the front of the Park. The Park Office will have regular office hours and be posted. The Park Manager will also oversee the maintenance and operation of the Park; however, the Park Manager and the Owner may from time to time employ such additional maintenance personnel as the Park Manager and Owner may deem necessary or appropriate to properly maintain the Park. The services provided by the Park as of the Filing Date include: Roads, Street Lighting, Lawn Mowing and use of existing recreation facilities.

The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home located in the Park, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by 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 mobile home, mobile home lot, and all improvements thereon (including landscaping). Also, each owner is responsible for compliance with the Park Rules and Regulations, and for the timely performance of such owner's obligations under his or her rental agreement.

## VI. IMPROVEMENTS REQUIRED OF MOBILE HOME OWNERS

As a condition of each mobile home owner's occupancy in the Park, the following improvements must be installed at the mobile home owner's expense:

- a. a carport
- b. skirting around the mobile home
- c. a fully sodded lawn: and
- d. other improvements as to which the mobile home owner is given written notice concurrently with the delivery of this prospectus.
- e. all mobile homes needing painting and outside repair must comply.

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 Owner.

## VII. UTILITIES AND OTHER SERVICES

1. Water and Sewer. Water and sewer are provided to the Park by the Hillsborough County Water Dept. The charge for this utility is included in the lot rental amount as a separate charge and is not included in the base rent. Home owners are invoiced by the Park based on the home owner's individually metered water usage to the mobile home lot, a base facility charge, plus a pro rata share of water usage in the common areas of the Park. The rates and fees from service providers may change periodically and the charges paid by the home owner will automatically be adjusted without additional 90-day notice to the home owner to correspond to the new rates and fees charged by service providers, even if an increase by a provider occurs during the rental term. If this service is taken over by another utility or franchise sometime in the future, there may be a connection fee and other charges that the residents of River Haven Mobile Home Park shall be responsible for. The Park is responsible for the maintenance of the underground water and sewer systems from the point where such systems connect to the lines owned by the Hillsborough County Water Dept. to the point where such systems rise above ground level at each mobile home lot. The mobile home owner is responsible for the maintenance of the water and sewer connections from the mobile home to the riser. The expense of cleaning sewer lines to and including vent is borne by the mobile home owner.

2. Electricity. Electric power consumed within the Park is provided by Tampa Electric Company. All electricity consumed on the mobile home lots within the Park is separately metered and billed directly to each mobile home owner, and is not included in the lot rental amount. Electric power for the street lights and common facilities in the Park is separately metered and billed to the Park, and is included in the lot rental amount as a separate fee and is not included in the base rent. Park Owner is responsible for the maintenance of the underground electric lines to the pedestal

located on each mobile home lot. The mobile home owner is responsible for the maintenance of the pedestal, the electrical lines from the pedestal to the mobile home, and for any other connections outside the mobile home, including utility shed connections and outdoor receptacles.

3. Waste Disposal. Waste (garbage and trash) is collected and disposed of twice weekly from dumpsters in the Community. The dumpsters are located in the southwest corner of the Community near the work shed. Waste disposal is included in the base rent component of the lot rental amount.

4. Storm Drainage. Storm drainage is provided via natural runoff and drain pipes and is maintained by the Park. It is included in 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.

5. Lawn Mowing. As of the filing date, lawn mowing is provided by the Park at no separate charge although this service is included in the lot rental amount and thus a separate charge for this service may be implemented in the future. Lawns are generally mowed as required, depending upon the rate of grass growth, to maintain the general appearance of the Park, but not more frequently than once a week. The Park reserves the right, at its option, to hire independent contractors to provide this service, the costs of which shall be borne by the Park residents on a pro rata basis. The Park is not responsible for tree trimming or trimming of weeds or grass around the mobile home or planting areas.

#### VIII. INCREASES IN RENT AND OTHER CHARGES

##### Lot Rental Amount

The mobile home owner will be responsible for payment of base rent, special fees, governmental and utility charges, pass-through charges, assessments, and other financial obligations, as follows:

A. Base Rent--

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

B. Special Use Fees--(All fees and charges are listed).

	<u>Type of Fee</u>	<u>Amount</u>
1.	Late Rent charge	\$ _____ if rent is not paid by the 10th of the month; \$ _____ if rent is not received by the 15th of the month; and \$ _____ per day thereafter
2.	Returned check charge	\$ _____
3.	Security Deposit	\$ _____
4.	Monthly Pet Charge	\$ _____
5.	Yard Maintenance, Weeding, Edging Lawn Cutting and Tree Trimming	\$ _____
6.	Boat slip	\$ _____
7.	Guests	\$ _____
8.	Entrance Fee	\$ _____
9.	Clubhouse Security Deposit	\$ _____

10.	Water and Sewer Service	Charged based upon home owner's individually-metered usage
11.	Electric Power for Common Facilities	\$ _____.
12.	Electric Power for Street Lights	\$ _____.

C. GOVERNMENTAL AND UTILITY CHARGES--

The mobile home owner will be responsible for payment of those costs charged to the Park Owner by state or local government or utility companies. The definition of governmental and utility charges is set forth in the section prescribing the manner of rent increases. The charges may 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.

D. PASS-THROUGH CHARGES

"Pass through charge" means 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. The home owner's proportionate share of pass-through charges shall be 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.

Increases in Lot Rental

The manner in which lot rental will be increased, is as follows:

1. Definitions (As used in the Section VIII)

a. "Lot Rental" means all sums paid or to be paid by the mobile home owner to Owner in consideration of leasing or renting a mobile home lot or lots in the Park. Such sums include any and all rents, special use fees, pass-through charges, installation and set-up charges, and other fees, charges and assessments imposed by the owner.

b. "Special use fees" mean those separately itemized amounts for specific services or privileges which are charged in addition to rent, including, but not limited to, such charges as guest fees, pet fees, and entrance fees.

c. "Governmental and utility charges" are defined as those amounts, other than special use fees, which are itemized and charged separately from the rent and which represent the mobile home owner's share of costs charged to the Park Owner by any state or local government or utility company.

d. "Pass through charge" means 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. The home owner's proportionate share of pass-through charges shall be 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.

2. Notice of Increase. The mobile home owner shall be notified of any increase in the lot rental at least (90) ninety days prior to the effective date of such increase.

3. Lot Rental -- Increases.



a. General. The lot rental and each of the categories of charges currently or hereafter comprising a part of the lot rental are subject to periodic increases by the Owner. However, except for increases resulting from the imposition of certain governmental and utility charges and pass-through charges, the lot rental will not be increased more frequently than annually, except for initial tenancies which commence after the beginning of the annual rental term.

b. Increases in Rents. Increases in the Base Rent and Special Use Fees are subject to annual increases, effective Jan. 1<sup>st</sup>, with the park owner to furnish as least (90) ninety days advance notice to the resident of such increases. Increases shall be calculated in the following manner:

The amount of each increase in the total amount of Base Rent and Special Use Charges will equal the percentage of increase in the Consumer Price Index over the Measuring period or 10%, which ever is greater. For this purpose, the "Measuring Period" means the (12) twelve-month period ending on the last day of the second month preceding the month in which owner furnishes notice of any increase in the Base Rent and other charges.

the Park Owner further reserves the right to increase the base rent and other charges based upon the prevailing market and economic conditions at the time the Park Owner furnishes notices of any increases.

Prevailing market conditions are intended to refer to those rents and other charges imposed in comparable parks, or rents or charges willingly paid from time to time by new residents of this park. For this purpose, a park will be deemed comparable if it is located in the same general vicinity as this park.

Prevailing Economic Condition--are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the base rent and other charges or any increase in the amount thereof. These factors may include: (1) the costs attendant to the replacement of this Park in the economic environment existing at the time of any rental increase, 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 reasonable return on the costs referred to in this clause (1); (2) the level of interest rates and other financing charges associated with construction, interim and permanent financing; (3) the availability of alternative forms of real estate investments which, absent the rental increase in question, might reasonably be expected to yield a greater return on investment capital; (4) the levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U.S. City Average--All Urban Consumer, 1967=100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index; (5) the level at which the lot rental must be established in order that the Owner will realize a reasonable return on the "Owner's Equity"; for this purpose, the "Owner's 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, 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 in the then current economic conditions, and which would be taken into consideration by a prudent businessman 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.

To the extent permitted by law, the mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by the Owner in installing captial improvements or performing major repairs in the Park.

#### 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 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.

An 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.

#### IX. PARK RULES AND REGULATIONS

##### A. Current Park Rules or Regulations

The current Park Rules and Regulations are attached as Exhibit A.

##### B. Changes in Rules and Regulations

The Park Owner shall give written notice to each mobile home owner at least (90) ninety 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 prior to the expiration of the (90) ninety day period.

#### X. PARK ZONING

As of the Filing Date, the zoning classification of the Park is G-F-C-2. The G-F-C-2 zone permits the use of property for 60 Mobile Home Units plus 3 Travel Trailers. The zoning authority having jurisdiction over the Park is the County of Hillsborough, Florida. As of the Filing Date, the Owner has no definite future plans for changes in the use of the land comprising the Park. Permit Number - 29-308-77.

**RIVER HAVEN MOBILE HOME COURT**  
104 19th STREET NORTH WEST  
RUSKIN, FLORIDA 33570

**RULES AND REGULATIONS**

**FORWARD**

The purpose of these rules and regulations are to make a better mobile home park: a good place to live, a community of mobile homes in which you and your neighbors can be truly proud to be a part of. This property is privately owned and maintained. Many of our rules and regulations are based on what is required of us by law; the remainder are published to additionally protect life, property, privacy, and pleasant environment. Consideration and courtesy to others plus your cooperation in maintaining an attractive home will help us maintain the high standard of this Park.

**PLEASE READ THIS PAPER CAREFULLY**

Rules and regulations may be amended from time to time whenever necessary. Management reserves the right to terminate the tenancy of any resident for disregard of Park rules and regulations.

**ACCEPTANCE**

1. A purchaser of a tenant's mobile home must qualify with the requirements for entry into River Haven Mobile Home Park under the Rules and Regulations and must be approved in writing by the Landlord and such approval will not be unreasonably denied.

**FIFTY-FIVE AND OLDER**

This Park 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 residency, or upon demand of Park 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 member of a household over the age of 18, asserting the age of the persons residing therein. The minimum age for all residents is forty-five (45). Notwithstanding the above, Park 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.

On January 1st of each even numbered year, all existing residents shall be required to provide the names and ages of all current persons residing in the home, in writing, to Park Management. Failure to provide the written resident documentation shall constitute a violation of these Rules and Regulations and the resident may be subject to eviction pursuant to Section 723.061, Florida Statutes.

2. Normal occupancy of mobile home is two persons.
3. Applicant must be considered desirable and compatible with other residents of the Park.
4. Right is reserved to refuse admittance.

5. Controlled house pets are allowed and must be kept on a leash when not inside the home. Pet owner must pick up droppings.

#### THE MOBILE HOME

1. Mobile homes shall be attractively maintained by the tenant and comply with all applicable laws, ordinances and regulations of the state, county, city township and Park as from time to time amended.

2. Any and all construction whatsoever done or caused to be done by the tenant to the exterior of the mobile home or to the mobile home lot must first be approved by the Landlord.

3. All mobile homes should be skirted and adequately insured for liability.

4. All mobile homes must be tied down and blocked in compliance with governmental ordinances.

5. All mobile homes must have a carport and/or patio of a size and style approved by the Landlord.

6. Management encourages improvements to your home. They're not an expense, but an investment in your home that will make your life more pleasurable, plus be returned to you in the form of a higher price for your home whenever you may decide to sell.

7. Any additions or exterior improvements to the home must be approved by the Landlord before any work begins.

#### THE MOBILE HOME SITE

1. The tenant is responsible for the overall appearance of the home site. It shall be kept orderly, neat, clean and free of litter. Trimming around the mobile home and general care of shrubs is the responsibility of the tenant. Any shrubs, plants, or trees that interfere with lawn cutting must be trimmed back accordingly and if necessary be removed. Any additional shrubs, plants, or trees must be approved by Landlord or Mgr. before they are planted.

Lawn mowing is provided by the Park. Lawns are generally mowed as required, depending upon the rate of grass growth, to maintain the general appearance of the Park, but not more frequently than once a week. The Park is not responsible for tree trimming or trimming of weeds or grass around the mobile home or planting areas.

2. Home sites not maintained to satisfactory standards will be maintained by the Landlord and charged back to tenant at standard going rates. Tenant may use any service of his choice to maintain home site in his or her absence. However, if above standards are not maintained, Landlord will take necessary steps to do so at Tenants expense. It would be unfair to year round residents to do otherwise. This rule will be enforced and there will be NO exceptions.

3. Disposal of paper napkins, towels, personal articles, cooking fats, or any fabric or substance that will not disintegrate in water **MUST NOT BE MADE THRU** private or community plumbing facilities. This is detrimental to sewage system and could be costly. Expense of cleaning out sewer lines to and including vent is borne by tenant.

4. Watering: Flowers, shrubs and lawns may be watered only by hand held sprinkler. No set sprinkler or soaker hose will be allowed. Any excessive or wasteful use of water will not be tolerated. No washing of cars, trucks, motor homes or boats. Please be advised there is a serious water shortage in our area. Residents are requested to conserve water. Landlord wishes to be advised of any internal or external water in the coach or on the home site.

7. Any change in utility service to meet requirements of tenant will be done at tenant's expense.

## RECREATIONAL FACILITIES

1. Recreation facilities are provided for use of tenants and guests. (Guests to be accompanied by tenants).
2. Equipment and facilities are used at your own risk.
3. All chairs, tables or any other equipment in the recreation hall are to remain in the hall. At no time will any of this equipment be loaned to any resident or occupant of the Park without permission from the Park Management.
4. No alcoholic beverages will be served or consumed in or near the recreational facilities.
5. Minimum clothing for men and women is normal street clothes.
6. No bikes on docks.

## GUESTS

1. All overnight guests must register at office upon arrival. This is a State law and a Park Rule.
2. In the event that overnight guests are not registered, a charge of \$ \_\_\_\_\_ per night will be imposed for each guest.
3. Guests staying longer than (15) consecutive days will be considered an extra person and tenant will be charged \$ \_\_\_\_\_ per day per person. The combined total guest time not to exceed--(30) days per year.
4. All children visiting in the Park must be under adult supervision at all times by a relative over eighteen years of age.

## SELLING

1. Commercial enterprises within the Park is NOT permitted, UNLESS permission has been given by the Landlord.
2. All mobile homes for sale must be registered at Office. "For Sale" sign may be placed on mobile home only. Management will place sign at Office.
3. Tenants selling mobile homes cannot guarantee prospective buyer a site in the Park.
4. Sales. The Landlord shall not deny the tenant the right to sell tenant's own mobile home within the Park. However, if tenant elects to sell his mobile home during the term of his lease, or any renewal or extension thereof, the Landlord may, in order to upgrade and maintain the present quality of the Park, require that the new tenant improve and maintain the acquired coach to meet Park specifications and minimum standards already established. This Park is in the continual process of upgrading and the Landlord's decision in these matters will be final. All prospective tenants MUST be approved by the Landlord before any sale is consummated.

## NO RENTING, SUB-LETTING OR LOANING OF THE PREMISES IS ALLOWED

1. A tenant shall not purchase, own or maintain a coach for the purpose of either renting same or for resale. At your request, we will cooperate in helping you sell your mobile home on a commission basis.

## RENTS AND FEES

1. All rents are due on the 1<sup>st</sup> day of each month and no later than the 10th, after which time a late charge will be assessed as set forth in the prospectus. There will be no exceptions. A charge as set forth in the prospectus will be assessed for all returned checks. All rents and charges are payable to Landlord at Park Office.

## VEHICLES, TRAFFIC & TRAILERS

1. The speed limit in the Park is 10 MPH and is posted. Please notify friends and guests.
2. Trucks and commercial vehicles are not permitted in Park.
3. Automobile repairs, other than emergency procedures such as flat tires, are not permitted in the Park. Repairing and upkeeping of autos will not be permitted.
4. No boats, boat trailers, travel trailers, recreational vehicle is to be parked on home site.

## RESPONSIBILITIES

1. The Landlord and/or Management of this Park absolve themselves from all liability pertaining to loss by fire, theft, accident, personal injury or any cause whatsoever in any area within the Park property and shall not be responsible for any damage done to cars, mobile homes or other vehicles in the Park.
2. Tenants are responsible for any damage to person and/or property caused by their family and guests.
3. Drunkenness and immoral conduct will not be tolerated and shall be grounds for immediate eviction.
4. No alcoholic beverages shall be consumed or served in any building or recreational area which is Park property.
5. Loud parties, television or radios will not be permitted especially after 10:00 PM unless it is a Park function.
6. Management will not act as a mediator in any neighborhood disagreement or argument if same cannot be resolved by tenants themselves. Management reserves the right to request that the parties involved vacate the Park.

## MOVING

1. Tenant shall provide the Landlord (30) thirty days notice in writing prior to moving.
2. Landlord will supervise the removal of the mobile home from the Park.
3. Upon vacating the leased premises, tenant must leave same clean and free of all debris and holes.

## EVICTION

1. A home owner, tenant, occupant, or the manufactured 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 on the filing date are summarized as follows:

- a. nonpayment of lot rental amount;

- b. conviction of a violation of a federal or state law or local ordinances, which violation may be deemed detrimental to the health, safety, or welfare of the other residents of the Community;
- c. violation of a Community Rule or Regulation, the Lot Rental Agreement, or Chapter 723, Florida Statutes;
- d. a change in the use of land comprising the manufactured home Community or any portion thereof; or
- e. failure of the purchaser, prospective tenant, or occupant of a manufactured home situated in the Community to be qualified as, and to obtain written approval to become, a tenant or occupant of the home, such written approval being required by these Rules and Regulations.

2. 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 premises within 7 days of receipt of a notice demanding same.

#### RECREATION FACILITIES

- 1. Anyone using the Park facilities shall leave them in a neat, clean orderly condition when they are finished.
- 2. When tenants or guests use the Park rest rooms please leave them clean and neat.
- 3. No children allowed at River Side unless accompanied by a relative over eighteen years of age.

#### MOBILE HOME LOTS

- 1. Management reserves the right to access onto all lots at all reasonable times for purpose of repair and replacement of utilities and protection of the mobile home park.
- 2. Management reserves the right to amend these rules and regulations from time to time by prior (90) ninety day written notice to residents.
- 3. Management reserves the right to evict any tenant for the breach of either (a) non-payment of lot rental amount or (b) failure to abide by the rules and regulations of the Park, and any other ground provided in Section 723.061, Fla. Stat.

#### DEPARTURE INFORMATION AND ABSENCE FROM PARK

- 1. Tenants MUST notify Office of their departure date, insurance agent, post office, and mail man, AND person or persons responsible for caring of tenant's mobile home, shrubbery, grass cutting, and trimming close to mobile home while tenant is absent.

These rules and regulations are for the benefit of every resident and with the cooperation of all concerned we will succeed in having a truly wonderful place to live.

All the rules and regulations contained above are applicable only as permitted by law.

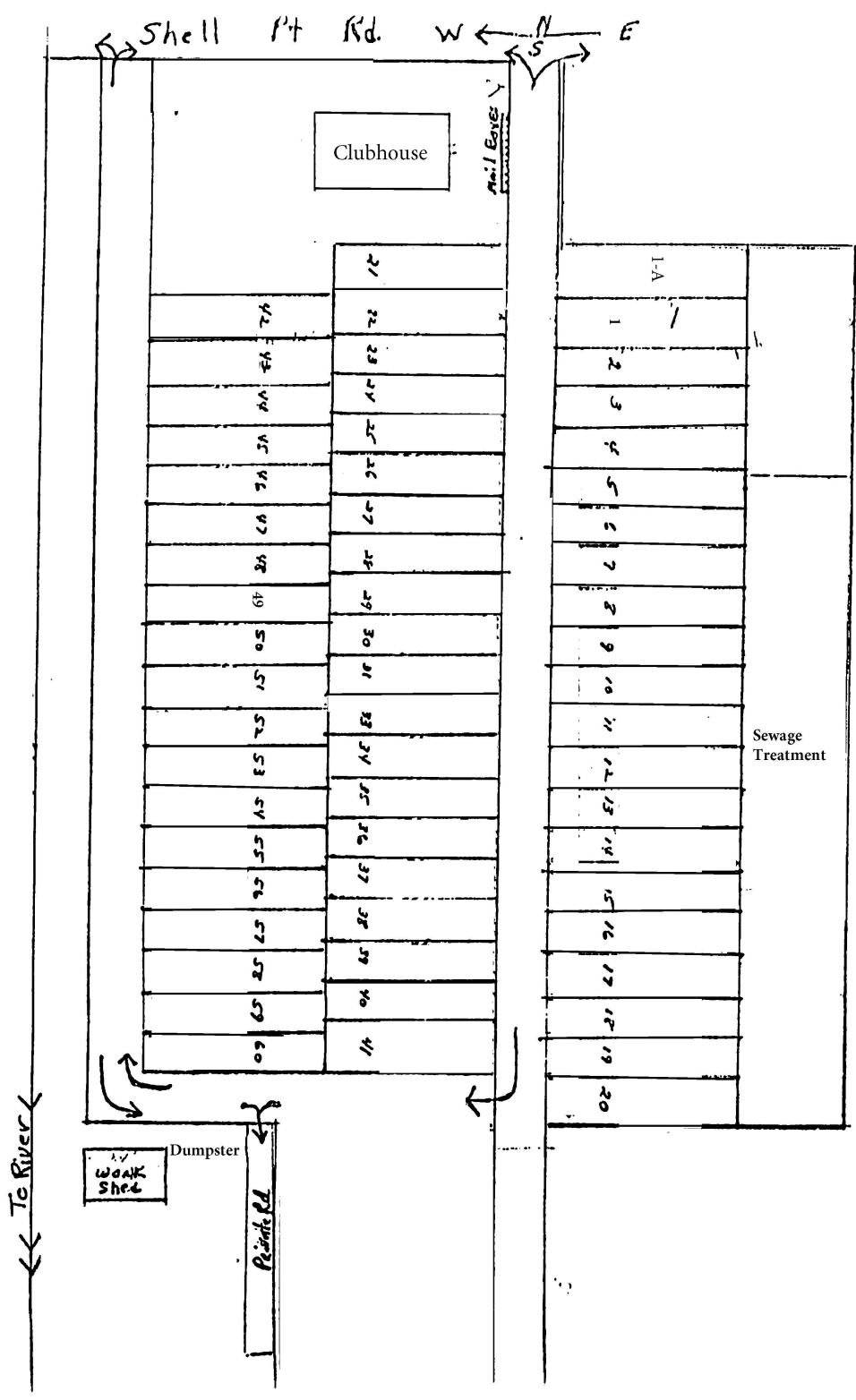


EXHIBIT - B -



## **EXHIBIT -C**

### **COVENANTS AND RESTRICTIONS**

There are no covenants or restrictions applicable to this Park that are not set out in the Prospectus.

## RENTAL AGREEMENT

THIS LEASE, made and entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Bedrock River Haven II LLC , hereinafter referred to as LANDLORD, and \_\_\_\_\_, hereinafter referred to as TENANT.

WITNESSETH: That in consideration of the rent, covenants and agreements to be kept and performed by TENANT hereunder, LANDLORD demises to TENANT and TENANT leases from LANDLORD the premises subject to the terms and conditions as hereinafter set forth.

1. Lessee has been advised that Florida Statutes - 723 govern mobile home park tenancies.
2. LANDLORD hereby leases to TENANT for installation thereon of TENANT'S Mobile Home that certain property described as Lot # \_\_\_\_\_ Street \_\_\_\_\_, located in \_\_\_\_\_, to be occupied solely as a private dwelling only by TENANT AND TENANT'S family, total consisting of 2 persons. In no event shall the total number of occupants exceed that permitted by this Agreement, Rules and Regulations of the Park. or applicable laws.
3. The term of this lease shall be for a period of (12) months, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The rental for said term shall be the total sum of \$ \_\_\_\_\_. Rent shall be payable \$ \_\_\_\_\_ monthly. All rents are due on the 1st day of each month and no later than the 10<sup>th</sup>, after which time a late charge of \$ \_\_\_\_\_ will be added. \$ \_\_\_\_\_ if rent is not received by the 15<sup>th</sup> day of the month and \$ \_\_\_\_\_ per day thereafter. Returned checks will be charged \$ \_\_\_\_\_. All rents and charges are payable to Landlord at Park office.
4. It is further understood by TENANT that LANDLORD reserves the right to increase the rental payments set forth in this lease should Landlord's cost of operation, any increased costs due to any City, County, State or Federal Government action, or increased utility rates, trash pick-up, water and sewer rates, (over which matters the Landlord has no control). However, Landlord may not raise Tenant's rental payments without providing Tenant ninety (90) days written notice of such change. As permitted by law governing this mobile home park.
5. No renting, sub-letting or loaning of the premises is allowed, unless consent is granted by the Landlord. This lease is not assignable.
6. LANDLORD AND TENANT agree that the rules and regulations may be amended from time to time by the LANDLORD. LANDLORD agrees that the rules and regulations will not be changed without written notification to the TENANT at least ninety (90) days prior to implementation of any such changes. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety, and welfare may be enforced prior to the expiration of the (90) ninety day period.
7. A home owner, tenant, occupant, or the manufactured 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 on the filing date are summarized as follows:
  - a. nonpayment of lot rental amount;
  - b. conviction of a violation of a federal or state law or local ordinances, which violation may be deemed detrimental to the health, safety, or welfare of the other residents of the Community;
  - c. violation of a Community Rule or Regulation, the Lot Rental Agreement, or Chapter 723, Florida Statutes;

d. a change in the use of land comprising the manufactured home Community or any portion thereof; or

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

8. The parties agree that if LANDLORD determines that TENANT is to be evicted for violating a Rule or Regulation of the Park, LANDLORD will deliver written notice of the grounds upon which TENANT is to be evicted in accordance with the procedures set forth in Section 723.061 Florida Statutes.

9. If the TENANT shall fail to pay the rent specified herein at the time and manner stated, or fail to keep and perform any of the other conditions or agreements of this lease, the LANDLORD may, at his option, terminate this Lease and all rights of the TENANT hereunder, at which time the TENANT agrees to vacate the premises. If the TENANT fails to voluntarily vacate the premises after termination, the LANDLORD may bring action for possession in the appropriate court and TENANT agrees to pay all costs, expenses and reasonable attorneys' fees which shall be incurred or expended by LANDLORD.

10. The name and address of the LANDLORD or person authorized by the LANDLORD to receive notices or rental payments is set forth in Section II of the Prospectus. Any notice by LANDLORD to TENANT shall be mailed or delivered to TENANT at TENANT'S address in the Park or to another address specified in writing by TENANT.

11. 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.

12. Upon termination, this lease may be extended for an additional twelve (12) month period, or a new lease may be offered containing changes in the conditions of the present lease.

TENANT acknowledges that he has read and understands the foregoing, that TENANT was offered the foregoing lease, and hereby acknowledges the receipt of a copy hereof.

DATED \_\_\_\_\_, 20\_\_\_\_

TENANT \_\_\_\_\_

WITNESS \_\_\_\_\_