



Capital & Sunny Acres Mobile Home Park

5110 - 14th STREET, WEST
BRADENTON, FLORIDA 34207

Miss Christine Tomlinson
Capital Circle Office Center
2540 Shumard Oak Blvd.
Tallahassee, Fl. 32399-0850
February 5, 1996

ORIGINAL
COPY

Re; Docket No. 95--WS

Dear Miss Tomlinson;

Enclosed you will find the the following;

1. Sunny Acres Mobile Home Park Prospectus
2. Capital Mobile Home Park Prospectus
3. The original rental agreement used by both parks
4. The revised rental agreement to be used by both parks.
5. A copy of the letter received from Department of Business And Professional Regulations as you requested.
6. A copy of the Park owners name and address and Prospectus number.

Thank you for the help you gave per our phone conversation.
Please let me know if you need any more information.

CK _____
 FA _____
 PP _____
 AF _____
 TMU _____
 TB _____
 TAG _____
 I _____
 C _____
 S _____
 RTH _____
 SLD _____
 WAS _____
 OTH _____

Sincerley,

Devona Moran
 Devona Moran
 Park Manager

ADMINISTRATION
 MAIL ROOM
 FEB 9 7 55 AM '96
 RECEIVED

DOCUMENT NUMBER-DATE
 01612 FEB-96
 FPSC-RECORDS/REPORTING

NAME OF MOBILE HOME PARK: CAPITAL 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 REPRESENTATION.
4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.

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PROSPECTUS TEXT

- 1) What is the name and address or location of the mobile home park?

Name CAPITAL MOBILE HOME PARK
 Address or Location 5110 - 14th St. West
 City, State, & Zip Bradenton, Fl. 33507

- 2) What is the name and address of the person authorized to receive notices and demands on the park owner's behalf?

Name Martin Brohn
 Address 5110 - 14th St. West
 City, State, & Zip Bradenton, Fl. 33507.
 Telephone: (813) 755-4134

DESCRIPTION OF MOBILE HOME PARK PROPERTY

- 3) What is the number of lots in the park? 95 (94 mobile home lots & 1 travel trailer lot)

- 4) Are all lots approximately the same size? Yes No x

If yes, what is the approximate size of each lot? ft. x ft.

If no, the following are the approximate sizes.

see page number 2.

CAPITAL MOBILE HOME PARK
approximate lot sizes.

Lot # approximate sizes	Lot # approximate sizes	Lot # approximate sizes
1)	37).....52' x 53'	70).....44' x 64'
2).....40' x 77'		71)
3)	38).....37' x 73'	
4).....45' x 77'	39).....52' x 71'	72).....48' x 66'
5).....39' x 77'	40)	73)
6)		
7)	41).....41' x 64'	74).....40' x 50'
8).....36' x 73'	42)	75).....40' x 60'
		76).....40' x 50'
	43 eliminated	
9)		77)
10).....48' x 61'	44).....49' x 70'	78)
		79)
11)	45).....44' x 70'	80).....50' x 50'
12)		81)
13).....40' x 59'	46)	82)
14)	47).....40' x 66'	83)
15)	48)	84).....37' x 80'
16)	49)	85)
17).....45' x 66'	50).....46' x 70'	
18)	51)	86)
19)	52)	87)
20)		88).....41' x 61'
	53).....52' x 59'	89)
21).....44' x 53'		90)
	54).....46' x 60'	
22)		91).....47' x 60'
23).....30' x 64'	55).....50' x 60'	
		92).....43' x 64'
24)	56)	93)
25).....50' x 75'	57)	
26)	58).....41' x 54'	94).....46' x 62'
27)	59)	
	60)	95).....72' x 56'
28).....50' x 80'		
	61).....45' x 60'	96 Travel trailer
29).....62' x 80'		
30).....41' x 75'	62).....50' x 60'	
31).....45' x 75'	63).....40' x 50'	
32)	64).....65' x 65'	
33).....44' x 70'	65)	
34)	66).....42' x 56'	
	67)	
35).....40' x 56'		
	68).....47' x 64'	
36).....55' x 85'	69)	

5. Set-back and minimum separation distance 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 (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 Paragraph 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 ft. (3.04m) side to side, 8 ft. (2.44m) end to side or 6ft. (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. (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 ft. (0.91m) from a building, cabana, or enclosed porch on the adjacent site. A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 ft. (1.52m) from the site line of an adjoining site.

6. In addition to the requirements of the State Fire Marshal of the County of Manatee, 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 10 ft.
 Separation between mobile homes and structures 10 ft.
 Setback from front lot line 5 ft.
 Setback from side lot line 5 ft.
 Setback from rear lot line 5 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 and separation requirements set out above, nor as 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 referenced 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.

DESCRIPTION OF RECREATIONAL AND OTHER COMMON FACILITIES

7) Are there any recreational or common facilities available for use by the mobile home owners? Yes No

If yes, questions 8 through 15 apply.

If no, please see the next section on Arrangements for Management of the Park.

8) Are there any buildings which are available for the use by the mobile home owners? Yes No

If yes, please provide the following information for each building.

If no, please go to item 9.

a) TYPE OF BUILDING Recreational Building

Intended purpose providing space for recreational, educational and social activities

Location On the right side by the park entrance from Hwy. #41

Approximate floor area 25' x 70' (overall size) Meeting room is 24' x 49'

Capacity in numbers of people 104

b) TYPE OF BUILDING Laundry Building
roofed open laundry building

Intended purpose room for 4 washers and 2 dryers

Location on the south side of recreational building

Approximate floor area 11 x 16'

Capacity in numbers of people 4

c) TYPE OF BUILDING _____

Intended purpose _____

Location _____

Approximate floor area _____

Capacity in numbers of people _____

- 9) Does the park contain a swimming pool? Yes ____ No X

If yes, please provide the following information.

- a) General location _____
- b) Approximate size _____
- c) Approximate depth _____
- d) Approximate deck size _____
- e) Approximate capacity _____
- f) Is the pool heated? Yes ____ No ____

If the park contains more than one swimming pool, please add the above required information for that pool.

- 10) Are there any other facilities or permanent improvements which will serve the mobile home owners? Yes X No ____

If yes, list and describe each one.

Shuffleboard courts. There are 4 lighted shuffleboard courts, located west of the recreational building, each approximately 5 ft. by 40 ft. in size.

- 11) Are there any items of personal property which will be available for the use by the mobile home owners? Yes X No ____

If yes, please provide a general description of each item.

- a) Kitchen in recreational building (size: 11' x 11'.)

1 Refrigerator

1 Range

Coffee makers, cooking utensils & dishes

- b) Meeting room is 25' x 49'

13 6 ft. banquet type folding tables

104 folding chairs

1 Piano

1 loudspeaker system

- 12) Please provide a general description of the days and hours that the facilities will be available for use.

- a) The recreation building is generally available from 9 am. to 9 pm. Monday thru Friday. On special occasions, thru request to the manager it may be used later than 9 pm.
- b) The laundry is open from 8 am. to 9 pm. Monday thru Saturday.

13) Are all improvements complete? Yes No

If no, what is the estimated completion date? 1.1.1990

14) What is the maximum number of lots that will use the recreational and other common facilities? 95

15) Will the number given in question #14 vary? Yes No

If yes, please provide an explanation.

During the winter season (November to May) most tenants of the 95 lots will use the facilities. However, during the summer months (May to November) only 25 to 30% will be using them. This includes the travel trailers too.

ARRANGEMENTS FOR MANAGEMENT OF THE PARK

16) What are the arrangements for management of the park?

The management of the park is the responsibility of the park manager. His office is located in the recreation building, which is only open from the 1st to the 5th of each month for rent collections. The hours are from 8 am. to 10 am. He may be reached also, in his Mobile home on lot # 29. His telephone # is (813-755-4134). All questions and problems concerning park operations should be directed to the park manager. The location of the park manager's office may be relocated at the sole discretion of the park owner.

17) What are the arrangements for maintenance and operation of the park property?

The maintenance and operation of the park property are the responsibility of the park manager. Any problems which arise concerning the park property should be directed to the park manager.

18) What is the nature of the services provided by the park owner?

The services provided by the park owner is the overall control of the park operations and the decision making of permanent and future development. Also all financial obligations are handled by the park owner.

19) MOBILE HOME OWNER REQUIRED IMPROVEMENTS

- A) A description of all improvements, both temporary and permanent, which are required to be installed by the mobile home owner on the mobile home lot as a condition of his occupancy in the park, is as follows:
- 1) minimum 10'x20' screened patio.
 - 2) minimum 12'x40' driveway starting from street with a minimum of 13'x30' aluminum roof.
 - 3) concrete decorator block or brick extending around perimeter of home.
 - 4) concrete or brick steps.
- B) Tenants who were residents of the park as of June 4, 1984, and those tenants residing in the park prior to the delivery date of this Prospectus, or any tenants assuming the remaining portion of either of these tenancies are not required to install the permanent improvements on the mobile home lot set out above. These requirements are only applicable to those tenants who become residents of the park after the delivery date of this Prospectus.

The requirements set out in letter A above are new requirements for improvements to the mobile home lot which are applicable only to those tenants entering the park after the delivery date of this Prospectus. The requirements set out in letter A above are not applicable to tenants of the park as of June 4, 1984, tenants who entered the park prior to the Delivery Date of this Prospectus, or to any tenant that assumes the remaining portion of either of those tenancies.

Tenants 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 tenant. The assuming tenant will be required to install improvements subject to the same terms and conditions of the Prospectus or offering circular as delivered to the initial recipient.

In general and except as expressly provided to the contrary in this Prospectus, and 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 owner in installing capital improvements or performing major repairs in the park.

UTILITIES AND OTHER SERVICES

Please provide the following information regarding utility and other services.

<u>TYPE OF SERVICE</u>	<u>MANNER PROVIDED</u>	<u>PERSON OR ENTITY FURNISHING SERVICE</u>	<u>LOT RENTAL AMOUNT USER FEES</u>
Sewage disposal	County Sewage System Park responsibility	Manatee County Public Utilities	included in base rent
Waste Disposal	Dumpster pick-up every Monday & Thursday	Cedar Hemmock Refuse Disposal	included in base rent
Water Supply	Country Water Supply Park responsibility	Manatee County Public Utilities Department	included in base rent
Electricity	Overhead lines tenant's responsi- bility/has to apply individually	Florida Power & Light Co.	
Storm Drainage	County drain ditch in back of park natural drainage	Manatee County	included in base rent
Cable Television	at this time no Cable TV	NA	NA

Garbage pick-up from individual mobile home and deposited in the dumpster, is done on Wednesday and Saturday mornings by the park management.

Lawncare, during the summer time and when the individual mobile home is not occupied, is performed by the park manager and a helper.

RENTS AND OTHER CHARGES

Section 723.037, Florida Statutes, requires the park owner to deliver written notice to each mobile home owner at least 90 days prior to any lot rental increase.

- 21) An increase in one or more of the following factors may result in an increase in the home owner's rent or other charges.

A. DEFINITION.

"Lot rental amount" means all financial obligations, except user fees, which are required as a condition of tenancy.

2. "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.
3. "Government & utility charges" means those amounts, other than special use fees and recouped costs 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. If the park owner does not charge the costs during the rental terms, the park owner may recoup these costs at the end of the rental term.
4. "Recouped costs" means those amounts, other than special fees and government and utility charges, which are itemized and charged separately from the rent and which represent the mobile home owner's share of costs incurred by the owner including but not limited to: (a) as a result of any tax, assessment, utility charge or other imposition or charge by state or local government, or any agency thereof, or by any special district formed or created in accordance with any section of the Florida Statutes; or (b) in connection with the construction, operation, or conversion of utility systems or facilities serving the park. (c) all costs associated with determining "current market value" and/or "additional compensation" and/or "current base rent" and/or "special use fees" and/or increases to current base rent and/or special use fees. Only those charges permitted by law will be charged.
5. "Pro rata basis" means that percentage derived by dividing the number of mobile home spaces leased by the resident by the total number of rented mobile home spaces on January 1. of the year expense is incurred.

B. LOT RENTAL INCREASE.

1. "General". The base rent 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 owner.
2. "Factors affecting increases". Factors which may affect the level of increases in lot rental amount are as follows:
 - a) increased costs, which refer to increases experienced by the owner since the delivery of notice of the last increase in the lot rental amount in the total costs arising out of ownership, operation and management of the park.

b) prevailing Market rent-Refers to the lot rental amount imposed in mobile home parks comparable to this park, or the lot rental amount willingly paid from time to time by new residents of this park. A park will be deemed comparable if it is located in the same general vicinity as this park, and offers similar densities, amenities and services.

3. Prevailing economic conditions 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 amount 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 Consumers, 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 amount 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.

4. The mobile home owner may also be required to bear, in the form of increases in the lot rental amount, the costs incurred by owner in installing capital improvements or performing major repairs in the park.

ADDITIONAL CONSIDERATIONS

The reasons for the increase in base rent or other fees and charges will be set forth in the notice of increase. Only those factors set forth in the notice will be relied upon by the park owner as justification for the rent increase.

The park owner reserves the right to amend this Prospectus or any Exhibit thereto from time to time to conform with changes in relevant statutory provisions or changes in relevant rules of Department of Business Regulations, 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 rental agreement as prescribed by Paragraph #723.059(3), F.S. are hereby notified that upon the expiration of the assumed rental agreement 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.

22. INCREASES IN RENT AND OTHER CHARGES

Lot Rental Amount

The mobile home owner will be responsible for payment of rent, special use fees, government & utility charges, assessments and other financial obligations as follows:

1. RENT ---

The base rent for the lot is \$ _____ per month, and will be in effect from _____, 19____, to _____, 19____.

2. SPECIAL USE FEES (all fees and charges must be listed.)

<u>Type of Fee</u>	<u>Amount</u>
a. Late rent charge	\$ <u>5.00</u> /1.00 day thereafter
b. Returned check charge	\$ <u>15.00</u>
c. Additional occupancy over 2 persons	\$ <u>10.00</u> per person
d. Entrance Fee (The park owner shall not charge an entrance fee to the purchaser of a Mobile home situated in the park that is offered for sale by a resident of a park.)	\$ <u>-0-</u>
e. Cable TV fee	\$ <u>-0-</u>
f. Pest control fee	\$ <u>-0-</u>
g. Antenna repair fee	\$ <u>-0-</u>
h. Installation charge of	\$ <u>-0-</u>
i. Pet fee \$ -0- per month or year	\$ <u>-0-</u>
j. Special use fee	\$ <u>-0-</u>
k. Educational or entertainment fee	\$ <u>-0-</u>
l. Security deposit	\$ <u>-0-</u>
m. Fire district fee (per month or year)	\$ <u>-0-</u>
n. Ambulance fee (per lot)	\$ <u>-0-</u>
o. Lawn mowing fee (per lot) Park owner will mow lawn if not properly maintained when home owner is in residence.)	\$ <u>5.00</u>
p. Special service fee (per hr. or per service call)	\$ <u>20.00</u>
q. Vehicle storage fee (yearly)	\$ <u>10.00</u>

3. Government & Utilities 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 government & Utility charges is set forth in the section prescribing the manner of rent increases. The charges 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.

4. 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.

Whenever "0" appears above a blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the 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 owner's right to collect from the mobile home owner any damages that the 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.

USER FEE - "User fee" is defined as the amount charged for an optional nonessential service which is not included in the lot rental amount and which is covered by a separate written agreement.

The current user fees in the park are as follows:

Lawn moving (when in occupancy)	\$ <u>5.00</u> per lot.
------------------------------------	-------------------------

User fees will be increased based on the factors which are considered for increases in the lot rental amount.

Notice of an increase in user fee charges will be provided to the home owner 30 days prior to the increase. Notice of increase will be given by posting a notice at the facility or by personal delivery or U.S. Mail, to the home owner's last known address.

RULES AND REGULATIONS

- 24) The current park rules are attached as an exhibit to the prospectus and are incorporated by reference as a part of this disclosure document.

The park owner must give a 90-day written notice to each home owner when a rule is changed.

- 25) What is the manner in which rules and regulations will be set, changed, or promulgated?

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 actions of governmental entities, and required to protect the public health safety, and welfare, may be enforced prior to the expiration of the ninety (90) days period.

ZONING

- 26) What is the existing zoning classification of the park property?

The present zoning classification is R-4B.

- 27) What are the permitted uses under this classification?

The permitted use this zoning classification allows is for Mobile Home Living.

- 28) What is the name of the zoning authority which has jurisdiction over this mobile home park?

The name of the zoning authority which has jurisdiction over the land comprising Capital Mobile Home Park is Manatee County, Florida.

29) Does the park owner have any definite future plans for changes in the use of the park property? Yes _____ No X

If yes, please provide a detailed description of the future plans.

The park owner has no definite future plans to seek a change in the use of the land comprising Capital Mobile Home Park.

However, the park owner reserves the right to sell or seek a change of land use for the land of Capital Mobile Home Park.

This prospectus was determined adequate to meet the requirements of Chapter 723, Florida Statutes on September 19, 1985.
(date)

PROSPECTUS IDENTIFICATION NUMBER 4101471P 86.

This prospectus is for lot # _____

THE FORMAT OF THIS PROSPECTUS WAS PREPARED BY THE DIVISION PURSUANT TO SECTION 723.011(1), FLORIDA STATUTES. THE INFORMATION RELATING TO THE PARK AND THE TENANCY WAS COMPLETED BY THE PARK OWNER. THE DIVISION HAS NOT VERIFIED THE INFORMATION AND EXPRESSES NO OPINION AS TO THE MERITS OF THE OFFERING.



- I Recreational Building
- II Shuffleboard Court
- III Laundry Building
- IV Mailboxes
- V Clothes Lines

Hwy. 41

County Drainage Ditch



Lot #43 Eliminated

Capital Mobile Home Park
 5110-14th Street West
 Legal: Lot 6 & 7 Woodland Estates
 Range 17E - Plat Book 6 - Page 84
 Recorded - Manatee County, Florida

THIS RENTAL AGREEMENT,
made and entered into on this _____ day of _____, 19____, by and
between _____ hereinafter referred to as LANDLORD, and
_____, hereinafter referred to as
TENANT.

WITNESSETH: That in consideration of the lot rental, 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 herein-after set forth.

1. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term upon the same terms and conditions as rental agreements offered to other tenants in the Park, expecting only lot rental 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 the certain property described as Lot Number _____, _____, to be occupied solely as a private dwelling only by Tenant and Tenant's family, consisting of _____ adult(s) and no child(ren). In no event shall the total 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 one year, commencing on the _____ day of _____, 19____, and terminating on the _____ day of _____, 19____.

5. Tenant's Financial Obligations -

RENT:

\$ _____, per month, payable in advance from the first (1st) to the Fifth (5th) day of each month. All rental payments are payable to:

SPECIAL USE FEES:

In addition to the lot rental amount, the tenant agrees to pay the following fees or charges:

- a. Water and sewer service for each individual over two (2) that occupies a home \$ 10.00 per month.
- b. Lawn maintenance. Park owner will mow the lawn if not properly maintained when home owner is in residence. \$ 5.00 per lot.
- c. Late rent charge \$ 5.00 penalty, plus \$ 1.00 per day thereafter.
- d. Return check charge \$ 15.00.
- e. Entrance fee (the park owner shall not charge an entrance fee to the (purchaser of a Mobile home situated in the park, that is (offered for sale by a resident of a park.) \$ -0-.
- f. Pet fee -0- per month or per year.
- g. Pest control fee \$ -0- per month or per year.
- h. Special Service fee per hour or per service call \$ 20.00.
- i. Vehicle Storage fee (yearly) \$ 10.00.

- j. Special use fee, \$ -0- per use.
 - k. Cable TV fee, \$ -0- per month or \$ -0- per year.
 - l. Antenna repair fee, \$ -0-.
 - m. Educational or entertainment fee, \$ -0- per month or \$ -0- per year.
 - n. Security deposit, \$ -0-.
 - o. Installation charges, \$ -0-.
 - p. Fire district fee, \$ -0- per month or \$ -0- per year.
 - q. Ambulance district fee, \$ -0- per month or \$ -0- per year.
6. The Landlord may raise the amount of rent and special use fees and other charges annually, effective the _____ day of _____, 19____. The Landlord will furnish at least ninety (90) days advanced notice to a Tenant of any increase in rent or other fees and charges.
- . Rent and other fees and charges, and increases in rent and other fees and charges will be determined in the manner disclosed in the Prospectus. The increased rent or other fees or charges shall automatically become a part of the rental agreement upon renewal unless the Tenant shall advise the landlord or Management in writing, thirty (30) days prior to the expiration of the current term of Tenant's intention to vacate the premises and not enter into a new term.
7. The services included in the lot rental amount are operation and maintenance of the recreation hall, and lawn care of each individual lot, when not in occupancy, also sewage and waste disposal, water supply and storm drainage. All other services are on a fee-paid basis, and are the resident's sole responsibility.
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 be changed 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, without the specific, written consent of the landlord. Any assignment without landlord's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.
10. Tenant shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises, unless especially permitted by the Park Management.

11. Landlord may evict Tenant for:
 - a. non-payment of rent.
 - b. conviction of a violation of federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of the other residents of the park;
 - c. Violation of a park rule or regulation, this rental agreement or Chapter 723, Fl.Statutes, as prescribed by paragraph 723.061 (1)(c). Florida Statutes;
 - d. a change in the use of land comprising the mobile home park or portion thereof;
 - e. failure of the purchaser of the mobile home situated in the park to be qualified as and obtain approval to become a Tenant, such approval being required by the rules and regulations attached hereto.
12. The parties agree that if the landlord determines that the Tenant is to be evicted for violating the rules and regulations of the park, landlord will deliver written notice of the grounds upon which Tenant is to be evicted, at least thirty (30) days prior to the time Tenant is to vacate the premises.
13. If the Tenant shall fail to pay the rent or any other fee, charge or assessment specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreements of this Rental Agreement, the landlord may, at his option, terminate this Rental Agreement 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 an action for possession in the county court and Tenant agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expended by landlord.
14. The name and address of the person authorized by the landlord to receive notices is the park manager: Mr. Martin Brohn
5110 - 14th St. West, Capital Mobile Home Park
lot # 29
Bradenton, Florida, 33507 tele:(813)755-4134.
Any notice by landlord to Tenant shall be mailed or delivered to tenant's last known address.
15. The rights of the landlord contained herein are cumulative, and failure of the landlord to exercise any right shall not operate to forfeit any 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.
16. The landlord shall have the right to look to the Tenant for payment of all rental amounts and sums due under this lease, and in the event of the death of the Tenant, it is hereby agreed between the landlord and Tenant that the landlord shall have a bona fide claim against the estate of the deceased Tenant for the payment of any sums due and owing under this lease, and that obligation shall ensure to the personal representatives, heirs and/or beneficiaries of said tenant's estate. Under no circumstances, however, shall any successors in interest in the Tenant's mobile home, after the Tenant's death, be entitled to tenancy in the mobile home park, unless such successor has made independent and separate arrangements for tenancy with the landlord. The successor 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.

Rental Agreement.

17. This mobile home park is zoned R-4B. The zoning authority is Manatee County. There are no definite future plans for changing the use of the land comprising the mobile home park portion thereof.
18. A purchaser of tenant's mobile home must qualify the requirements for entry into the park under the park rules and regulations, and must be approved in writing by the park management.
19. In the event that during the term of this rental agreement any portion of the premises is condemned by any public entity, including federal, state or local government or public or private utilities having such lawfully established power, tenant shall have the right to terminate this rental agreement as of date of taking; however, in no event shall tenant be entitled to or have any right in the proceeds awarded to landlord in such proceeding. Landlord agrees to pro rata, any, lot rental amount received by landlord from 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 lot rental amount and charges as set forth herein.
20. Damage or Destruction. If, at any time during the term of this lease, resident's mobile home or other improvement is damaged or destroyed by fire, storm or other casualty, then resident may, at resident's option either
 - a. repair, restore or replace the mobile home or other improvement so that the repaired, restored or replaced mobile home or other improvement complies with all park rules and regulations and required approvals of the owner, or
 - b. remove all debris and take all other required to render the premises fully tenantable for another mobile home and terminate this lease as of last day of the month in which resident restores the premises to such fully-tenantable condition. Notwithstanding any such damage or destruction, resident shall remain liable for the payment of all lot rental amount, due under this lease, unless and until resident shall terminate this lease in accordance with the provisions of paragraph 14..
21. This agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, 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 parties hereto.
22. 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.
23. 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, paragraph or subparagraphs not having been included, and the remainder of the agreement shall not be void thereby.

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

LANDLORD

TENANT

By: _____

TENANT

WITNESS TO TENANT

WITNESS TO LANDLORD

WITNESS TO TENANT

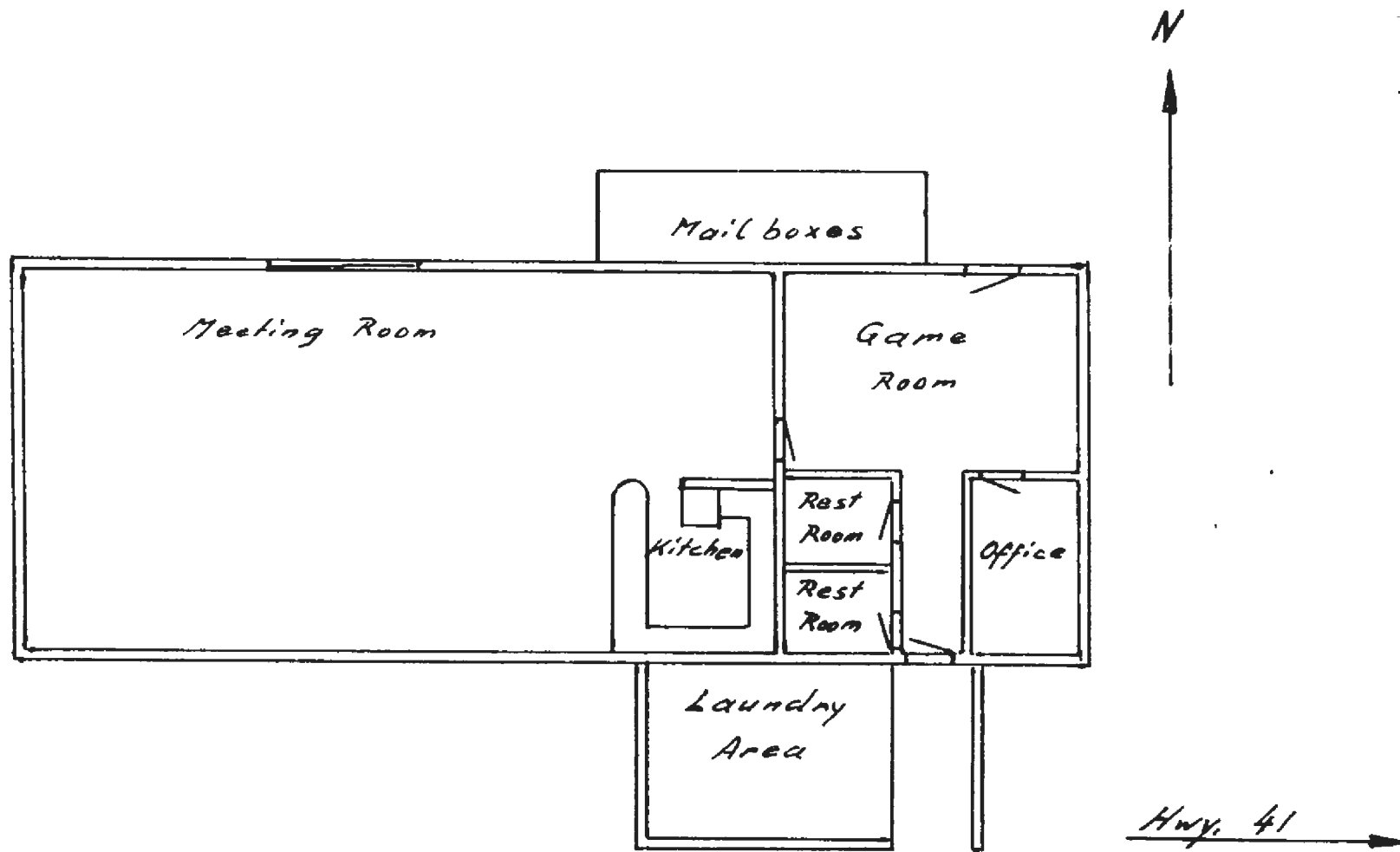
WITNESS TO LANDLORD

PARK RULES AND REGULATIONS
FOR
CAPITAL MOBILE HOME PARK
AND
SUNNY ACRES MOBILE PARK

22.

1. All rents are payable in advance by the 5th. of each month. As of January first. There will be a \$5.00 penalty on each late rental payment, on and after the 6th.
2. Electricity is individually metered and payable directly to Florida Power Corp. Gas and fuel come to your door, from truck deliveries.
3. All space rentals are based on two occupants per trailer. For each additional person, there is a charge of \$10.00 per month.
4. Improper conduct of any kind will not be tolerated.
5. No alcoholic beverages permitted in any building; or recreation area which is used for general assembly.
6. No peddling, soliciting; or commercial enterprise will be allowed in the park, unless it will benefit all tenants equally, and then only by permission from the office. As to Section 723.054(3), Florida Statutes there are no restrictions on solicitation between residents of the park.
7. No pets are allowed in the park. No children allowed to live in the park, only allowed as guests that are visiting; relatives.
8. No clothes to be hung on open patios or carports. Use the lines at laundry room area.
9. Park residents shall not play radios, television sets, stereos, record players, musical instruments or make any excessive noise at any time that it will annoy his neighbor, especially between the hours of 10:00 PM and 8:00 AM.
10. Management does not feel that it should be an arbitrator in the inter-neighborhood disputes. If the matter concerns the park, then the management is concerned. If it concerns personalities, management is not interested. Please respect your neighbors. You have to live beside them.
11. The owner and/or management of the park absolve themselves from all liability or responsibility to loss by fire, theft, accident, personal injury, or any other cause whatsoever to any tenant or his guests.
12. Management reserves the right of access onto lots at reasonable times for purposes of inspection and utility maintenance.
13. We will comply with the 1988 Fair Housing Amendment Act H.R. 1158. New Mobile Home Owners (Purchasers) or renters coming into the Park must be 55 years of age or older.
14. If you sell or rent your trailer, the occupants or purchaser must be approved by management and register at the office in order to live in this park.
15. notice of articles for sale may be posted on the bulletin board in the hall.
16. Management reserves the right to evict anyone who speaks in a derogatory manner of this park or of any resident therein, or who refuses to comply with ALL rules and regulations as herein provided. Management also reserves the right to add or alter these rules and regulations as circumstances require.
17. All personal cars must be parked by your trailer. No parking; except for deliveries, pickups, repairs, etc.
18. All garbage must be placed in containers on your lot. pickup days are Wed. AM and Sat. AM. please bag all leaves and small prunings, yard trash, etc.
19. When you are in residence in this park, you must take care of your lot, maintain shrubs, flowers, lawn, etc.
20. All fallen fruit must be picked up and placed with your garbage, twice a week, so it can be disposed of.
21. When you step on the gas pedal of your car, you are going too fast in this park. Idle motor speed will hold you at 8 to 10 miles per hour. So slow down and we will all enjoy it. Any tenant can ask you to slow down. This could be your neighbor.

Management



Recreational Building, Laundry & Mailbox Area

EXHIBIT 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 of 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 OWNER'S INITIALS</u>
Lawnmowing when in occupancy	_____	_____	_____

PARK OWNER

HOMEOWNER

Signature

Signature

Address

Address

NAME OF MOBILE HOME PARK: SUNNY ACRES 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 REPRESENTATION.
4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.

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Ground lease or other underlying LeasesPage NA

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PROSPECTUS TEXT

1.

- 1) What is the name and address or location of the mobile home park?

Name SUNNY ACRES MOBILE HOME PARK
Address or Location 5210 - 14th Street West
City, State, & Zip Bradenton, Florida 33507

- 2) What is the name and address of the person authorized to receive notices and demands on the park owner's behalf?

Name Martin Brohn
Address 5110 -14th Street West Lot # 29
City, State, & Zip Bradenton, Florida 33507
Telephone: (813)-755-4134

DESCRIPTION OF MOBILE HOME PARK PROPERTY

- 3) What is the number of lots in the park? 66 lots (65 mobile home lots & 1 Travel Trailer lot)
- 4) Are all lots approximately the same size? Yes No
- If yes, what is the approximate size of each lot? ft. x ft.
- If no, the following are the approximate sizes.
- See page # 2.

SUNNY ACRES MOBILE HOME PARK
approximate lot sizes.

LOT #	Approximate sizes	LOT #	Approximate sizes	LOT #	approximate sizes
2)	.....35' x 60'	31)		57)	.....70' x 36'
3)	.....63' x 40'	32)	.....40' x 48'	58)	
4)	.....63' x 40'	33)		59)	.....54' x 36'
5)		34)	.....30' x 69'	60)	.....68' x 36'
6)	.....79' x 40'	35)		61)	.....60' x 36'
7)		36)	.....31' x 64'	63)	
8)	.....72' x 38'	37)		64)	.....44' x 38'
9)		38)	.....27' x 61	65)	
10)	.....63' x 38'	39)		66)	.....42' x 42'
11)	.....68' x 38'	40)		67)	.....42' x 42'
12)	.....58' x 41'	41)	.....32' x 60	68)	.....30' x 80'
13)		42)			
14)	.....61' x 42'	43)			
15)		44)	.....41' x 70'		
16)	.....80' x 42"	45)			
17)		46)	.....46' x 70'		
18)		47)	.....50' x 70'		
19)		48)			
20)	.....40' x 65'	49)	.....50' x 55'		
21)		50)			
22)		51)			
23)		52)	.....40' x 52'		
24)		53)			
25)	.....61' x 34'				
26)	.....28' x 80'				
27)	.....39' x 40'				
	Travel trailer				
28)	.....40' x 48'	54)			
29)	.....40' x 48'	55)	.....43' x 44'		
30)	.....40' x 38'	56)			

Note: Lot # 62 eliminated
lot # 1 recreation
building.

5. Set-back and minimum separation distance 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 (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 Paragraph 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 ft. (3.04m) side to side, 8 ft. (2.44m) end to side or 6ft. (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. (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 ft. (0.91m) from a building, cabana, or enclosed porch on the adjacent site. A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 ft. (1.52m) from the site line of an adjoining site.

6. In addition to the requirements of the State Fire Marshal of the County of Manatee, 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 10 ft.
 Separation between mobile homes and structures 10 ft.
 Setback from front lot line 5 ft.
 Setback from side lot line 5 ft.
 Setback from rear lot line 5 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 and separation requirements set out above, nor as 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 referenced 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.

DESCRIPTION OF RECREATIONAL AND OTHER COMMON FACILITIES

7) Are there any recreational or common facilities available for use by the mobile home owners? Yes X No _____

If yes, questions 8 through 15 apply.

If no, please see the next section on Arrangements for Management of the Park.

8) Are there any buildings which are available for the use by the mobile home owners? Yes X No _____

If yes, please provide the following information for each building.

If no, please go to item 9.

a) TYPE OF BUILDING Recreational building

Intended purpose providing space for recreational, educational and social activities.

Location on park entrance off Highway # 41

Approximate floor area overall size of recreational bldg. is:55'x21' Meeting room is: 21'x37'

Capacity in numbers of people 71

b) TYPE OF BUILDING Laundry building

Intended purpose providing 2 wahers and 1 dryer

Location In center of the park (includes 2 bathrooms wt. shower)

Approximate floor area 10'x13'

Capacity in numbers of people 2

c) TYPE OF BUILDING _____

Intended purpose _____

Location _____

Approximate floor area _____

Capacity in numbers of people _____

9) Does the park contain a swimming pool? Yes No

If yes, please provide the following information.

- a) General location _____
- b) Approximate size _____
- c) Approximate depth _____
- d) Approximate deck size _____
- e) Approximate capacity _____
- f) Is the pool heated? Yes No

If the park contains more than one swimming pool, please add the above required information for that pool.

10) Are there any other facilities or permanent improvements which will serve the mobile home owners? Yes No

If yes, list and describe each one.

Shuffleboard court. There are 4 lighted shuffleboard courts located by the entrance from Highway # 41. (North side) size is 5' x40'.

11) Are there any items of personal property which will be available for the use by the mobile home owners? Yes No

If yes, please provide a general description of each item.

- a) Kitchen in recreational building size: 8½'x17'.
 - 1 Refrigerator
 - 1 Range
 - coffeemakers, cooking utensils & dishes
- b) Meeting room
 - 10 6ft. banquet type folding tables
 - 71 dining room chairs
 - 1 Piano
 - 1 Pooltable
 - 1 loudspeaker system

12) Please provide a general description of the days and hours that the facilities will be available for use.

- a) The recreational building is generally available from 9am. to 9pm. Monday thru Friday. On special occasions, thru request to the manager it may be used later than 9 pm.
- b) The laundry is open from 8am. to 9pm. Monday thru Saturday.
- c) The owner of Capital Mobile Home Park reserves the right to rent the meeting room of the recreational building to individuals or groups who are not residents of the park.

- 13) Are all improvements complete? Yes No

If no, what is the estimated completion date? 1. 1. 1990

- 14) What is the maximum number of lots that will use the recreational and other common facilities? 66

- 15) Will the number given in question #14 vary? Yes No

If yes, please provide an explanation.

During the winter season (November to May) most tenants of the 66 lots will use the facilities. However, during the summer month (May to November) only 25 to 30% will be using them. This includes the travel trailers too.

ARRANGEMENTS FOR MANAGEMENT OF THE PARK

- 16) What are the arrangements for management of the park?

The management of the park is the responsibility of the park manager. His office is located in the recreation building in Capital Mobile Home Park which is the second (2nd) Park north on Highway # 41 and the rec. hall is the building on the right side by the entrance to the Park. The office is only open from the first (1st) to the fifth (5th) of each month for rent collection. However, the rent collection is done in Sunny Acres Mobile Home Park Recreation hall, also from the first (1st) to the fifth (5th) of each month, between the hours of 10 am. to 12 noon. The manager may be reached at his mobile home on lot # 29 at Capital Mobile Home Park, his telephone number is (813)-755-4134. All questions and problems concerning the park operation should be directed to the park manager. The location of the park manager's office may be re-located at the sole discretion of the park owner.

- 17) What are the arrangements for maintenance and operation of the park property?

The maintenance and operation of the park property is the responsibility of the park manager. Any problems which arise concerning the park property should be directed to the park manager.

- 18) What is the nature of the services provided by the park owner?

The services provided by the park owner are the overall control of the park operations and the decision making of permanent and future development. Also all financial obligations are handled by the park owner.

19) MOBILE HOME OWNER REQUIRED IMPROVEMENTS

- A) A description of all improvements, both temporary and permanent, which are required to be installed by the mobile home owner on the mobile home lot as a condition of his occupancy in the park, is as follows:
- 1) minimum 10'x20' screened patio.
 - 2) minimum 12'x40' driveway starting from street with a minimum of 13'x30' aluminum roof.
 - 3) concrete decorator block or brick extending around perimeter of home.
 - 4) concrete or brick steps.
- B) Tenants who were residents of the park as of June 4, 1984, and those tenants residing in the park prior to the delivery date of this Prospectus, or any tenants assuming the remaining portion of either of these tenancies are not required to install the permanent improvements on the mobile home lot set out above. These requirements are only applicable to those tenants who become residents of the park after the delivery date of this Prospectus.

The requirements set out in letter A above are new requirements for improvements to the mobile home lot which are applicable only to those tenants entering the park after the delivery date of this Prospectus. The requirements set out in letter A above are not applicable to tenants of the park as of June 4, 1984, tenants who entered the park prior to the Delivery Date of this Prospectus, or to any tenant that assumes the remaining portion of either of those tenancies.

Tenants 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 tenant. The assuming tenant will be required to install improvements subject to the same terms and conditions of the Prospectus or offering circular as delivered to the initial recipient.

In general and except as expressly provided to the contrary in this Prospectus, and 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 owner in installing capital improvements or performing major repairs in the park.

UTILITIES AND OTHER SERVICES

Please provide the following information regarding utility and other services.

<u>TYPE OF SERVICE</u>	<u>MANNER PROVIDED</u>	<u>PERSON OR ENTITY FURNISHING SERVICE</u>	<u>LOT RENTAL AMOUNT USER FEES</u>
Sewage disposal	County Sewage System Park responsibility	Manatee County Public Utilities Department	included in base rent
Waste Disposal	Dumpster pick-up every Monday & Thursday	Cedar Hemmock Refuse Disposal	included in base rent
Water Supply	Country Water Supply Park responsibility	Manatee County Public Utilities Department	included in base rent
Electricity	Overhead lines tenant's responsi- bility/has to apply individually	Florida Power & Light Co.	
Storm Drainage	County drain ditch north of Park & natural drainage	Manatee County	included in base rent
Cable Television	at this time no cable TV	NA	NA

Garbage pick-up from individual mobile home and deposited in the dumpster, is done on Wednesday and Saturday mornings by the park management.

Lawn care, during the summer time and when the individual mobile home is not occupied, is performed by the park manager and a helper.

RENTS AND OTHER CHARGES

Section 723.037, Florida Statutes, requires the park owner to deliver written notice to each mobile home owner at least 90 days prior to any lot rental increase.

- 21) An increase in one or more of the following factors may result in an increase in the home owner's rent or other charges.

A. DEFINITION.

"Lot rental amount" means all financial obligations, except user fees, which are required as a condition of tenancy.

2. "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.
3. "Government & utility charges" means those amounts, other than special use fees and recouped costs 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. If the park owner does not charge the costs during the rental terms, the park owner may recoup these costs at the end of the rental term.
4. "Recouped costs" means those amounts, other than special fees and government and utility charges, which are itemized and charged separately from the rent and which represent the mobile home owner's share of costs incurred by the owner including but not limited to: (a) as a result of any tax, assessment, utility charge or other imposition or charge by state or local government, or any agency thereof, or by any special district formed or created in accordance with any section of the Florida Statutes; or (b) in connection with the construction, operation, or conversion of utility systems or facilities serving the park. (c) all costs associated with determining "current market value" and/or "additional compensation" and/or "current base rent" and/or "special use fees" and/or increases to current base rent and/or special use fees. Only those charges permitted by law will be charged.
5. "Pro rata basis" means that percentage derived by dividing the number of mobile home spaces leased by the resident by the total number of rented mobile home spaces on January 1. of the year expense is incurred.

B. LOT RENTAL INCREASE.

1. "General". The base rent 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 owner.
2. "Factors affecting increases". Factors which may affect the level of increases in lot rental amount are as follows:
 - a) increased costs, which refer to increases experienced by the owner since the delivery of notice of the last increase in the lot rental amount in the total costs arising out of ownership, operation and management of the park.

b) prevailing Market rent-Refers to the lot rental amount imposed in mobile home parks comparable to this park, or the lot rental amount willingly paid from time to time by new residents of this park. A park will be deemed comparable if it is located in the same general vicinity as this park, and offers similar densities, amenities and services.

3. Prevailing economic conditions 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 amount 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 Consumers, 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 amount 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.

4. The mobile home owner may also be required to bear, in the form of increases in the lot rental amount, the costs incurred by owner in installing capital improvements or performing major repairs in the park.

ADDITIONAL CONSIDERATIONS

The reasons for the increase in base rent or other fees and charges will be set forth in the notice of increase. Only those factors set forth in the notice will be relied upon by the park owner as justification for the rent increase.

The park owner reserves the right to amend this Prospectus or any Exhibit thereto from time to time to conform with changes in relevant statutory provisions or changes in relevant rules of Department of Business Regulations, 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 rental agreement as prescribed by Paragraph #723.059(3).F.S. are hereby notified that upon the expiration of the assumed rental agreement 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.

22. INCREASES IN RENT AND OTHER CHARGES

Lot Rental Amount

The mobile home owner will be responsible for payment of rent, special use fees, government & utility charges, assessments and other financial obligations as follows:

1. RENT ---

The base rent for the lot is \$ _____ per month, and will be in effect from _____, 19____, to _____, 19_____.

2. SPECIAL USE FEES (all fees and charges must be listed.)

<u>Type of Fee</u>	<u>Amount</u>
a. Late rent charge	\$ <u>5.00/1.00</u> day thereafter
b. Returned check charge	\$ <u>15.00</u>
c. Additional occupancy over 2 persons	\$ <u>10.00</u> per person
d. Entrance Fee (The park owner shall not charge an entrance fee to the purchaser of a Mobile home situated in the park that is offered for sale by a resident of a park.)	\$ <u>-0-</u>
e. Cable TV fee	\$ <u>-0-</u>
f. Pest control fee	\$ <u>-0-</u>
g. Antenna repair fee	\$ <u>-0-</u>
h. Installation charge of	\$ <u>-0-</u>
i. Pet fee \$ -0- per month or year	\$ <u>-0-</u>
j. Special use fee	\$ <u>-0-</u>
k. Educational or entertainment fee	\$ <u>-0-</u>
l. Security deposit	\$ <u>-0-</u>
m. Fire district fee (per month or year)	\$ <u>-0-</u>
n. Ambulance fee (per lot)	\$ <u>-0-</u>
o. Lawn mowing fee (per lot) Park owner will mow lawn if not properly maintained when home owner is in residence.)	\$ <u>5.00</u>
p. Special service fee (per hr. or per service call)	\$ <u>20.00</u>
q. Vehicle storage fee(yearly)	\$ <u>10.00</u>

3. Government & Utilities 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 government & Utility charges is set forth in the section prescribing the manner of rent increases. The charges 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.

4. 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.

Whenever "0" appears above a blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the 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 owner's right to collect from the mobile home owner any damages that the 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.

USER FEE - "User fee" is defined as the amount charged for an optional non-essential service which is not included in the lot rental amount and which is covered by a separate written agreement.

The current user fees in the park are as follows:

Lawn moving (when in occupancy)	\$ <u>5.00</u> per lot.
------------------------------------	-------------------------

User fees will be increased based on the factors which are considered for increases in the lot rental amount.

Notice of an increase in user fee charges will be provided to the home owner 30 days prior to the increase. Notice of increase will be given by posting a notice at the facility or by personal delivery or U.S. Mail, to the home owner's last known address.

RULES AND REGULATIONS

- 24) The current park rules are attached as an exhibit to the prospectus and are incorporated by reference as a part of this disclosure document.

The park owner must give a 90-day written notice to each home owner when a rule is changed.

- 25) What is the manner in which rules and regulations will be set, changed, or promulgated?

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 actions of governmental entities, and required to protect the public health safety, and welfare, may be enforced prior to the expiration of the ninety (90) days period.

ZONING

- 26) What is the existing zoning classification of the park property?
The present zoning classification is R-4B.

- 27) What are the permitted uses under this classification?

The permitted use this zoning classification allows is for Mobile Home Living.

- 28) What is the name of the zoning authority which has jurisdiction over this mobile home park?

The name of the zoning authority which has jurisdiction over the land comprising Capital Mobile Home Park is Manatee County, Florida.

- 29) Does the park owner have any definite future plans for changes in the use of the park property? Yes No

If yes, please provide a detailed description of the future plans.

The park owner has no definite future plans to seek a change in the use of the land comprising Sunny Acres Mobile Home Park.

However, the park owner reserves the right to sell or seek a change of land use for the land of Sunny Acres Mobile Home Park.

This prospectus was determined adequate to meet the requirements of Chapter 723, Florida Statutes on September 19, 1985.
(date)

PROSPECTUS IDENTIFICATION NUMBER 4101257P 86.

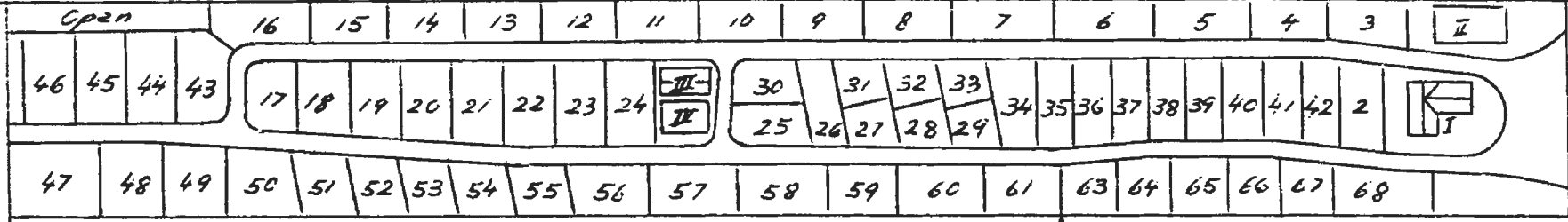
This prospectus is for lot # _____.

THE FORMAT OF THIS PROSPECTUS WAS PREPARED BY THE DIVISION PURSUANT TO SECTION 723.011(1), FLORIDA STATUTES. THE INFORMATION RELATING TO THE PARK AND THE TENANCY WAS COMPLETED BY THE PARK OWNER. THE DIVISION HAS NOT VERIFIED THE INFORMATION AND EXPRESSES NO OPINION AS TO THE MERITS OF THE OFFERING.



- I Recreational Building
- II Shuffleboard Court
- III Laundry Building
- IV Clothes Lines

County Drainage Ditch



Miami Trail Hwy. 41

Sunny Acres Mobile Home Park
 5210 - 14th Street West
 Legal: Lot 3 Woodland Estates
 Range 17E - Plat Book 6 - Page 84
 Recorded - Manatee County, Florida

#62 Eliminated

THIS RENTAL AGREEMENT,
made and entered into on this _____ day of _____, 19____, by and
between _____ hereinafter referred to as LANDLORD, and
_____, hereinafter referred to as
TENANT.

WITNESSETH: That in consideration of the lot rental, 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. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term upon the same terms and conditions as rental agreements offered to other tenants in the Park, expecting only lot rental 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 the certain property described as Lot Number _____, to be occupied solely as a private dwelling only by Tenant and Tenant's family, consisting of _____ adult(s) and no child(ren). In no event shall the total 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 one year, commencing on the _____ day of _____, 19____, and terminating on the _____ day of _____, 19____.

5. Tenant's Financial Obligations -

RENT:

\$ _____, per month, payable in advance from the first (1st) to the Fifth (5th) day of each month. All rental payments are payable to:

SPECIAL USE FEES:

In addition to the lot rental amount, the tenant agrees to pay the following fees or charges:

- a. Water and sewer service for each individual over two (2) that occupies a home \$ 10.00 per month.
- b. Lawn maintenance. Park owner will mow the lawn if not properly maintained when home owner is in residence. \$ 5.00 per lot.
- c. Late rent charge \$ 5.00 penalty, plus \$ 1.00 per day thereafter.
- d. Return check charge \$ 15.00.
- e. Entrance fee (the park owner shall not charge an entrance fee to the purchaser of a Mobile home situated in the park, that is offered for sale by a resident of a park.) \$ -0-.
- f. Pet fee -0- per month or per year.
- g. Pest control fee \$ -0- per month or per year.
- h. Special Service fee per hour or per service call \$ 20.00.
- i. Vehicle Storage fee (yearly) \$ 10.00.

- j. Special use fee, \$ -0- per use.
 - k. Cable TV fee, \$ -0- per month or \$ -0- per year.
 - l. Antenna repair fee, \$ -0-.
 - m. Educational or entertainment fee, \$ -0- per month or \$ -0- per year.
 - n. Security deposit, \$ -0-.
 - o. Installation charges, \$ -0-.
 - p. Fire district fee, \$ -0- per month or \$ -0- per year.
 - q. Ambulance district fee, \$ -0- per month or \$ -0- per year.
6. The Landlord may raise the amount of rent and special use fees and other charges annually, effective the _____ day of _____, 19____. The Landlord will furnish at least ninety (90) days advanced notice to a Tenant of any increase in rent or other fees and charges.
- Rent and other fees and charges, and increases in rent and other fees and charges will be determined in the manner disclosed in the Prospectus. The increased rent or other fees or charges shall automatically become a part of the rental agreement upon renewal unless the Tenant shall advise the landlord or Management in writing, thirty (30) days prior to the expiration of the current term of Tenant's intention to vacate the premises and not enter into a new term.
7. The services included in the lot rental amount are operation and maintenance of the recreation hall, and lawn care of each individual lot, when not in occupancy, also sewage and waste disposal, water supply and storm drainage. All other services are on a fee-paid basis, and are the resident's sole responsibility.
8. The Tenant agrees to abide 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 be changed 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, without the specific, written consent of the landlord. Any assignment without landlord's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.
10. Tenant shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises, unless especially permitted by the Park Management.

11. Landlord may evict Tenant for:
 - a. non-payment of rent.
 - b. conviction of a violation of federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of the other residents of the park;
 - c. Violation of a park rule or regulation, this rental agreement or Chapter 723, Fl.Statutes, as prescribed by paragraph 723.061 (1)(c). Florida Statutes;
 - d. a change in the use of land comprising the mobile home park or portion thereof;
 - e. failure of the purchaser of the mobile home situated in the park to be qualified as and obtain approval to become a Tenant, such approval being required by the rules and regulations attached hereto.
12. The parties agree that if the landlord determines that the Tenant is to be evicted for violating the rules and regulations of the park, landlord will deliver written notice of the grounds upon which Tenant is to be evicted, at least thirty (30) days prior to the time Tenant is to vacate the premises.
13. If the Tenant shall fail to pay the rent or any other fee, charge or assessment specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreements of this Rental Agreement, the landlord may, at his option, terminate this Rental Agreement 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 an action for possession in the county court and Tenant agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expended by landlord.
14. The name and address of the person authorized by the landlord to receive notices is the park manager: Mr. Martin Brohn
5110 - 14th St. West, Capital Mobile Hom. Park
lot # 29
Bradenton, Florida, 33507 tele:(813)755-4134.
Any notice by landlord to Tenant shall be mailed or delivered to tenant's last known address.
15. The rights of the landlord contained herein are cumulative, and failure of the landlord to exercise any right shall not operate to forfeit any 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.
16. The landlord shall have the right to look to the Tenant for payment of all rental amounts and sums due under this lease, and in the event of the death of the Tenant, it is hereby agreed between the landlord and Tenant that the landlord shall have a bona fide claim against the estate of the deceased Tenant for the payment of any sums due and owing under this lease, and that obligation shall ensure to the personal representatives, heirs and/or beneficiaries of said tenant's estate. Under no circumstances, however, shall any successors in interest in the Tenant's mobile home, after the Tenant's death, be entitled to tenancy in the mobile home park, unless such successor has made independent and separate arrangements for tenancy with the landlord. The successor 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.

Rental Agreement.

17. This mobile home park is zoned R-4B. The zoning authority is Manatee County. There are no definite future plans for changing the use of the land comprising the mobile home park portion thereof.
18. A purchaser of tenant's mobile home must qualify the requirements for entry into the park under the park rules and regulations, and must be approved in writing by the park management.
19. In the event that during the term of this rental agreement any portion of the premises is condemned by any public entity, including federal, state or local government or public or private utilities having such lawfully established power, tenant shall have the right to terminate this rental agreement as of date of taking; however, in no event shall tenant be entitled to or have any right in the proceeds awarded to landlord in such proceeding. Landlord agrees to pro rata, any, lot rental amount received by landlord from 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 lot rental amount and charges as set forth herein.
20. Damage or Destruction. If, at any time during the term of this lease, resident's mobile home or other improvement is damaged or destroyed by fire, storm or other casualty, then resident may, at resident's option either
 - a. repair, restore or replace the mobile home or other improvement so that the repaired, restored or replaced mobile home or other improvement complies with all park rules and regulations and required approvals of the owner, or
 - b. remove all debris and take all other required to render the premises fully tenantable for another mobile home and terminate this lease as of last day of the month in which resident restores the premises to such fully-tenantable condition. Notwithstanding any such damage or destruction, resident shall remain liable for the payment of all lot rental amount, due under this lease, unless and until resident shall terminate this lease in accordance with the provisions of paragraph 14..
21. This agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, 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 parties hereto.
22. 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.
23. 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, paragraph or subparagraphs not having been included, and the remainder of the agreement shall not be void thereby.

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

LANDLORD

TENANT

By: _____

TENANT

WITNESS TO TENANT

WITNESS TO LANDLORD

WITNESS TO TENANT

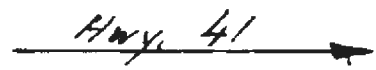
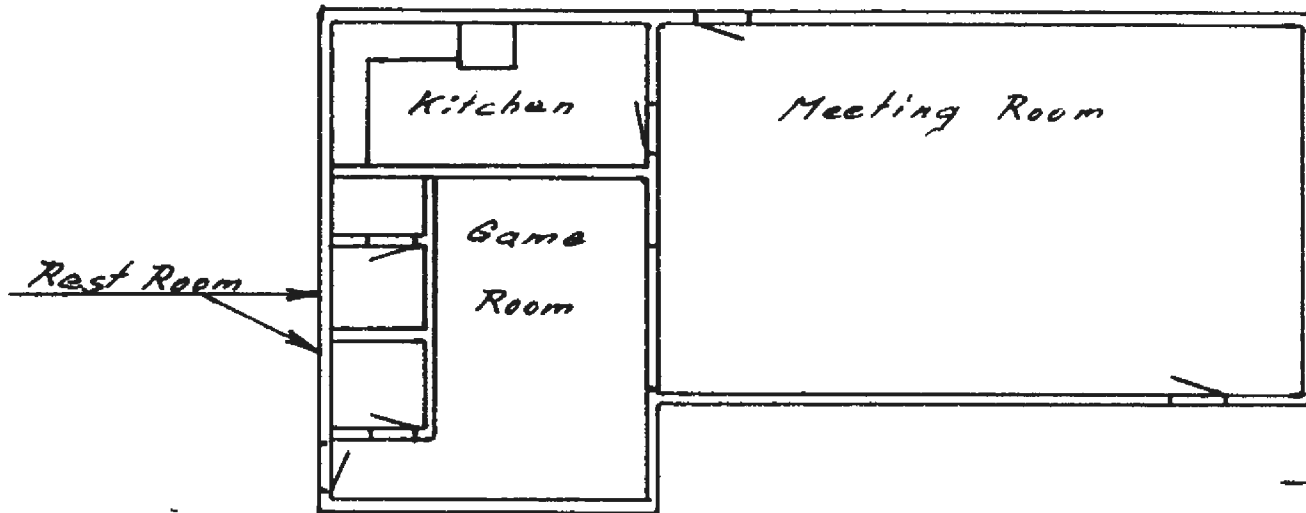
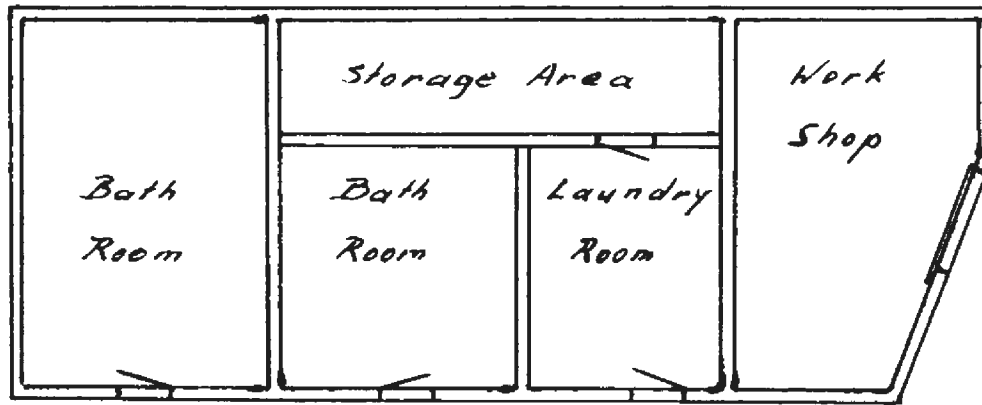
WITNESS TO LANDLORD

PAK RULES AND REGULATIONS
FOR
CAPITAL MOBILE HOME PARK
AND
SUNNY ACRES MOBILE PARK

1. All rents are payable in advance by the 5th. of each month. As of January first. There will be a \$5.00 penalty on each late rental payment, on and after the 6th.
2. Electricity is individually metered and payable directly to Florida Power Corp. Gas and fuel come to your door, from truck deliveries.
3. All space rentals are based on two occupants per trailer. For each additional person, there is a charge of \$10.00 per month.
4. Improper conduct of any kind will not be tolerated.
5. No alcoholic beverages permitted in any building or recreation area which is used for general assembly.
6. No peddling, soliciting or commercial enterprise will be allowed in the park, unless it will benefit all tenants equally, and then only by permission from the office. As to Section 723.054(3), Florida Statutes there are no restrictions on solicitation between residents of the park.
7. No pets are allowed in the park. No children allowed to live in the park, only allowed as guests that are visiting relatives.
8. No clothes to be hung on open patios or carports. Use the lines at laundry room area.
9. Park residents shall not play radios, television sets, stereos, record players, musical instruments or make any excessive noise at any time that it will annoy his neighbor, especially between the hours of 10:00 PM and 8:00 AM.
10. Management does not feel that it should be an arbitrator in the inter-neighborhood disputes. If the matter concerns the park, then the management is concerned. If it concerns personalities, management is not interested. Please respect your neighbors. You have to live beside them.
11. The owner and/or management of the park absolve themselves from all liability or responsibility to loss by fire, theft, accident, personal injury, or any other cause whatsoever to any tenant or his guests.
12. Management reserves the right of access onto lots at reasonable times for purposes of inspection and utility maintenance.
13. We will comply with the 1988 Fair Housing Amendment Act H.R. 1158. New Mobile Home Owners (Purchasers) or renters coming into the Park must be 55 years of age or older.
14. If you sell or rent your trailer, the occupants or purchaser must be approved by management and register at the office in order to live in this park.
15. notice of articles for sale may be posted on the bulletin board in the hall.
16. Management reserves the right to evict anyone who speaks in a derogatory manner of this park or of any resident therein, or who refuses to comply with ALL rules and regulations as herein provided. Management also reserves the right to add or alter these rules and regulations as circumstances require.
17. All personal cars must be parked by your trailer. No parking except for deliveries, pickups, repairs, etc.
18. All garbage must be placed in containers on your lot. pickup days are Wed. AM and Sat. AM. please bag all leaves and small prunings, yard trash, etc.
19. When you are in residence in this park, you must take care of your lot, maintain shrubs, flowers, lawn, etc.
20. All fallen fruit must be picked up and placed with your garbage, twice a week, so it can be disposed of.
21. When you step on the gas pedal of your car, you are going too fast in this park. Idle motor speed will hold you at 8 to 10 miles per hour. So slow down and we will all enjoy it. Any tenant can ask you to slow down. This could be your neighbor.

Management

Layout Laundry Building-in Center of Park



Recreational Building
Layout

EXHIBIT 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 of 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 OWNER'S INITIALS</u>
Lawnmowing when in occupancy	_____	_____	_____

PARK OWNER

HOMEOWNER

Signature

Signature

Address

Address

THIS RENTAL AGREEMENT,
made and entered into on this _____ day of _____, 19____, by and
between _____ hereinafter referred to as LANDLORD, and
_____, hereinafter referred to as
TENANT.

WITNESSETH: That in consideration of the lot rental, 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. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term upon the same terms and conditions as rental agreements offered to other tenants in the Park, expecting only lot rental 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 the certain property described as Lot Number _____, to be occupied solely as a private dwelling only by Tenant and Tenant's family, consisting of _____ adult(s) and no child(ren). In no event shall the total 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 one year, commencing on the _____ day of _____, 19____, and terminating on the _____ day of _____, 19____.

5. Tenant's Financial Obligations -

RENT:

\$ _____, per month, payable in advance from the first (1st) to the Fifth (5th) day of each month. All rental payments are payable to:

SPECIAL USE FEES:

In addition to the rental amount, the Tenant agrees to pay the following fees or charges:

- a. Water and sewer service for each individual over two (2) that occupies a home \$ 10.00 per month.
- b. Lawn maintenance.
\$ 5.00 per moving. During the times when the Tenant is not occupying his or her Mobile Home the Park management takes care of the lawn on a no charge basis.
- c. Late rent charge \$ 5.00 penalty, plus \$ 1.00 per day thereafter.
- d. Return check charge, \$ 15.00.
- e. Vehicle storage fee. \$ -0- per month or \$ 10.00 per year.
- f. Entrance fee \$ -0-.
- g. Pet fee \$ -0- per month or \$ -0- per year.
- h. Pest control fee. \$ -0- per month or \$ -0- per year.
- i. Special service fee \$ 20.00 per hour with maximum of \$ 20.00.

- j. Special use fee, \$ -0- per use.
 - k. Cable TV fee, \$ -0- per month or \$ -0- per year.
 - l. Antenna repair fee, \$ -0-.
 - m. Educational or entertainment fee, \$ -0- per month or \$ -0- per year.
 - n. Security deposit, \$ -0-.
 - o. Installation charges, \$ -0-.
 - p. Fire district fee, \$ -0- per month or \$ -0- per year.
 - q. Ambulance district fee, \$ -0- per month or \$ -0- per year.
6. The Landlord may raise the amount of rent and special use fees and other charges annually, effective the _____ day of _____, 19____. The Landlord will furnish at least ninety (90) days advanced notice to a Tenant of any increase in rent or other fees and charges. Pass-through charges may be increased more often than annually. Rent and other fees and charges, and increases in rent and other fees and charges will be determined in the manner disclosed in the Prospectus. The increased rent or other fees or charges shall automatically become a part of the rental agreement upon renewal unless the Tenant shall advise the landlord or Management in writing, thirty (30) days prior to the expiration of the current term of Tenant's intention to vacate the premises and not enter into a new term.
7. The services included in the lot rental are operation and maintenance of the recreation hall, and lawn care of each individual lot, when not in occupancy. All other services are on a fee-paid basis, and are the resident's sole responsibility.
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 be changed 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, without the specific, written consent of the landlord. Any assignment without landlord's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.
10. Tenant shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises, unless especially permitted by the Park Management.

11. Landlord may evict Tenant for:
 - a. non-payment of rent.
 - b. conviction of a violation of federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of the other residents of the park;
 - c. Violation of a park rule or regulation, this rental agreement or Chapter 723, Fl.Statutes, as prescribed by paragraph 723.061 (1)(c). Florida Statutes;
 - d. a change in the use of land comprising the mobile home park or portion thereof;
 - e. failure of the purchaser of the mobile home situated in the park to be qualified as and obtain approval to become a Tenant, such approval being required by the rules and regulations attached hereto.
12. The parties agree that if the landlord determines that the Tenant is to be evicted for violating the rules and regulations of the park, landlord will deliver written notice of the grounds upon which Tenant is to be evicted, at least thirty (30) days prior to the time Tenant is to vacate the premises.
13. If the Tenant shall fail to pay the rent or any other fee, charge or assessment specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreements of this Rental Agreement, the landlord may, at his option, terminate this Rental Agreement 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 an action for possession in the county court and Tenant agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expended by landlord.
14. The name and address of the person authorized by the landlord to receive notices is the park manager: Mr. Martin Brohn
5110 - 14th St. West, Capital Mobile Home Park
lot # 29
Bradenton, Florida, 33507 tele:(813)755-4134.
Any notice by landlord to Tenant shall be mailed or delivered to Tenant at Tenant's address in the park or by posting the notice on the door of the Tenant's mobile home.
15. The rights of the landlord contained herein are cumulative, and failure of the landlord to exercise any right shall not operate to forfeit any 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.
16. The landlord shall have the right to look to the Tenant for payment of all rental amounts and sums due under this lease, and in the event of the death of the Tenant, it is hereby agreed between the landlord and Tenant that the landlord shall have a bona fide claim against the estate of the deceased Tenant for the payment of any sums due and owing under this lease, and that obligation shall ensure to the personal representatives, heirs and/or beneficiaries of said tenant's estate. Under no circumstances, however, shall any successors in interest in the Tenant's mobile home, after the Tenant's death, be entitled to tenancy in the mobile home park, unless such successor has made independent and separate arrangements for tenancy with the landlord. The successor 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.

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18. 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 Park Management.
19. In the event that during the term of this Rental Agreement any portion of the premises is condemned by any public entity, including federal, state or local governments or public or private utilities having such lawfully established power, Tenant shall have the right to terminate this Rental Agreement as of date of taking; however, in no event shall Tenant be entitled to or have any right in the proceeds awarded to landlord in such proceeding. Landlord agrees to pro rata any rent received by landlord from 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. Damage or Destruction. If, at any time during the term of this lease, Resident's mobile home or other improvement is damaged or destroyed by fire, storm or other casualty, then Resident may, at Resident's option either
 - a. repair, restore or replace the mobile home or other improvement so that the repaired, restored or replaced mobile home or other improvement complies with all Park Rules and Regulations and required approvals of the owner, or
 - b. remove all debris and take all other action required to render the premises fully tenantable for another mobile home and terminate this lease as of the last day of the month in which Resident restores the premises to such fully-tenantable condition. Notwithstanding any such damage or destruction, Resident shall remain liable for the payment of all rent due under this lease unless and until Resident shall terminate this lease in accordance with the provisions of Paragraph 14..
21. This agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, 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 parties hereto.
22. 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.
23. 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, paragraph or subparagraphs not having been included, and the remainder of the Agreement shall not be void thereby.

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

LANDLORD

By: _____

TENANT

TENANT

WITNESS TO TENANT

WITNESS TO LANDLORD

WITNESS TO TENANT

WITNESS TO LANDLORD

THIS RENTAL AGREEMENT, made and entered into on this ____ day of _____, 19____, by and between _____ hereinafter referred to as LANDLORD, and _____ hereinafter referred to as TENANT.

WITNESSETH: That in consideration of the lot rental, 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. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term upon the same terms and conditions as rental agreements offered to other tenants in the Park, expecting only lot rental 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 the certain property described as Lot Number _____, to be occupied solely as a private dwelling only by Tenant and Tenant's family, consisting of _____ adult(s) and no child(ren). In no event shall the total 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 one year, commencing on the _____ day of _____, 19____, and terminating on the _____ day of _____, 19____.

5. Tenant's Financial Obligations -

RENT:

\$ _____, per month, payable in advance from the first (1st) to the Fifth (5th) day of each month. All rental payments are payable to:

SPECIAL USE FEES:

In addition to the lot rental amount, the tenant agrees to pay the following fees or charges:

a. ADDITIONAL OCCUPANCY OVER (2) PERSONS \$10.00 PER PERSON

b. Lawn maintenance. Park owner will mow the lawn if not properly maintained when home owner is in residence. \$ 5.00 per lot.

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f. Pet fee -0- per month or per year.

g. Pest control fee \$ -0- per month or per year.

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i. Vehicle Storage fee (yearly) \$ 10.00.

- j. Special use fee, \$ -0- per use.
 - k. Cable TV fee, \$ -0- per month or \$ -0- per year.
 - l. Antenna repair fee, \$ -0-.
 - m. Educational or entertainment fee, \$ -0- per month or \$ -0- per year.
 - n. Security deposit, \$ -0-.
 - o. Installation charges, \$ -0-.
 - p. Fire district fee, \$ -0- per month or \$ -0- per year.
 - q. Ambulance district fee, \$ -0- per month or \$ -0- per year.
6. The Landlord may raise the amount of rent and special use fees and other charges annually, effective the _____ day of _____, 19____. The Landlord will furnish at least ninety (90) days advanced notice to a Tenant of any increase in rent or other fees and charges. Pass-through charges may be increased more often than annually. Rent and other fees and charges, and increases in rent and other fees and charges will be determined in the manner disclosed in the Prospectus. The increased rent or other fees or charges shall automatically become a part of the rental agreement upon renewal unless the Tenant shall advise the landlord or Management in writing, thirty (30) days prior to the expiration of the current term of Tenant's intention to vacate the premises and not enter into a new term.
7. The services included in the lot rental are operation and maintenance of the recreation hall, and lawn care of each individual lot, when not in occupancy. All other services are on a fee-paid basis, and are the resident's sole responsibility.
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 be changed 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, without the specific, written consent of the landlord. Any assignment without landlord's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.
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 - b. conviction of a violation of federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of the other residents of the park;
 - c. Violation of a park rule or regulation, this rental agreement or Chapter 723, Fl.Statutes, as prescribed by paragraph 723.061 (1)(c). Florida Statutes;
 - d. a change in the use of land comprising the mobile home park or portion thereof;
 - e. failure of the purchaser of the mobile home situated in the park to be qualified as and obtain approval to become a Tenant, such approval being required by the rules and regulations attached hereto.
12. The parties agree that if the landlord determines that the Tenant is to be evicted for violating the rules and regulations of the park, landlord will deliver written notice of the grounds upon which Tenant is to be evicted, at least thirty (30) days prior to the time Tenant is to vacate the premises.
13. If the Tenant shall fail to pay the rent or any other fee, charge or assessment specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreements of this Rental Agreement, the landlord may, at his option, terminate this Rental Agreement 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 an action for possession in the county court and Tenant agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expended by landlord.
14. The name and address of the person authorized by the landlord to receive notices is the park manager: Mr. Martin Brohn
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IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

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TENANT

TENANT

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Rental Agreement

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

LANDLORD

TENANT By: _____

TENANT

WITNESS TO TENANT

WITNESS TO LANDLORD

WITNESS TO TENANT

WITNESS TO LANDLORD



Capital & Sunny Acres Mobile Home Park

5110 - 14th STREET, WEST
BRADENTON, FLORIDA 34207

FROM: BRUNO LAFRENZ
CAPITAL MOBILE HOME PARK
5110 14th ST. WEST
BRADENTON, FL. 34207

TO: LARRY SCHUMAKER
D.B.P.R.
NORTHWOOD CENTER
1940 NORTH MANROE ST.
TALLAHASSEE FL. 32399 -1031

JANUARY 16,1996

DEAR SIR:

I AM SUBMITTING THE FOLLOWING ADMENDMENT TO THE RENTAL AGREEMENT
PAGE #17. SPECIAL USER FEES FOR SUNNY ACRES MOBILE HOME PARK.
LOCATED AT 5210 14th ST. WEST , BRADENTON FL. 34207.

I HAVE ENCLOSED THE REASON FOR THIS CHANGE.

THANK YOU FOR YOUR CONSIDERATION OF THIS MATTER.

PARK NAME:
SUNNY ACRES MOBILE HOME PARK
5210 14th ST. WEST
BRADENTON, FL. 34207

DIVISION # 4101257P-86

PARK OWNER:
BRUNO LAFRENZ
CAPITAL MOBILE HOME PARK
5110 14th ST. WEST
BRADENTON, FL. 34207

FROM: BRUNO LAFRENZ
CAPITAL & SUNNY ACRES MOBILE HOME PARK

ATTN: MR. LARRY SCHUMAKER

RE: TELE CON OF 1/10/96

RE: AMENDMENT OF RENTAL AGREEMENT PAGE 17
SPECIAL USE FEES:

Q) WATER & SEWER SERVICE FOR EACH INDIVIDUAL
OF TWO (2) THAT OCCUPIES A HOME \$ 10.⁰⁰
PER MONTH.

TO SATISFY THE REQUIREMENTS OF THE PUBLIC
SERVICE COMMISSION HE COULD WRITE LIKE IN
THE PROSPECTUS PAGE 12. UNDER (.)

ADDITIONAL OCCUPANCY OVER TWO (2) PERSONS
\$10.⁰⁰ PER PERSON.

I HAD A TELECON WT. CHRISTINE C. TOMLINSON

REGULATORY ANALYST FOR THE
PUBLIC SERVICE COMMISSION
TEL: 1-904-413-6994

PARK NAME:
CAPITAL MOBILE HOME PARK
5110 14th ST. WEST
BRADENTON, FL. 34207

DIVISION # 4101471P-86

PARK OWNER:
BRUNO LAFRENZ
CAPITAL MOBILE HOME PARK
5110 14th ST. WEST
BRADENTON, FL. 34207

THIS RENTAL AGREEMENT,

made and entered into on this _____ day of _____, 19____, by and between _____ hereinafter referred to as LANDLORD, and _____ hereinafter referred to as TENANT.

WITNESSETH: That in consideration of the lot rental, 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.

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STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Lawton Chiles
Governor

Richard T. Farrell
Secretary

January 23, 1996

Mr. Bruno Lafrenz
Capital Mobile Home Park
5110 14th Street, West
Bradenton, Florida 34207

Re: Sunny Acres Mobile Home Park
PRMZ001101-P11257 & PA1257
(f/k/a 4101257P & 4101257P86)
Amendment: Change to Proposed Form of Rental Agreement

Dear Mr. Lafrenz:

We have completed our examination of the amendment received in this office on January 16, 1996. The amendment meets the requirements of Chapter 723, Florida Statutes, with respect to those home owners who consent to the changes.

While Rules 61B-30.004 and 61B-31.001(5)(a), Florida Administrative Code, do not specify the form of consent by affected homeowners, executing a revised rental agreement which conflicts with their prospectus may have future consequences arising from said consent which are not clear this time.

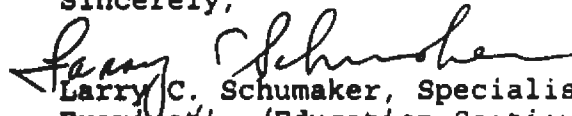
Section 723.032, Florida Statutes, provides that "[a]ny provision in the rental agreement is void and unenforceable to the extent that it attempts to waive or preclude the rights, remedies, or requirements set forth in this chapter or arising under law." Whether the home owners who consent to the amendments you have submitted may continue to exercise certain rights and remedies not precluded by their consent is a question of law on which you may wish to seek advice from your attorney as part of its examination of the above-referenced rental agreement. The Division has not determined the factual situation of any home owner with regard to this change and the application of the statutes. Our acceptance of these amendments does not preclude our acting with regard to other issues.

THIS APPROVAL ONLY VERIFIES YOUR COMPLIANCE WITH THE FILING AND DISCLOSURE REQUIREMENTS OF CHAPTER 723, FLORIDA STATUTES, AND DOES NOT CONSTITUTE THE DIVISION'S ENDORSEMENT OF THE OFFERING,

Mr. Lafrenz
January 23, 1996
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DEVELOPMENT, OR ANY REPRESENTATIONS MADE ABOUT THE SUBJECT OF THIS FILING. THIS APPROVAL DOES NOT RELIEVE THE PARK OWNER OF ANY DUTY OR RESPONSIBILITY UNDER THE FLORIDA STATUTES, THE RULES PROMULGATED BY THE DIVISION THEREUNDER, OR ANY OTHER APPLICABLE LAWS.

Sincerely,


Larry C. Schumaker, Specialist
Examination/Education Section
Bureau of Mobile Homes


Jack Dartigalongue, Supervisor
Bureau of Mobile Homes

JD/LCS/lb

PARK NAME:
SUNNY ACRES MOBILE HOME PARK
5210 14th ST. WEST
BRADENTON, FL. 34207

DIVISION # 4101257P-86

PARK OWNER:
BRUNO LAFRENZ
CAPITAL MOBILE HOME PARK
5110 14th ST. WEST
BRADENTON, FL. 34207