

Commissioners:  
J. TERRY DEASON, CHAIRMAN  
THOMAS M. BEARD  
SUSAN F. CLARK  
LUIS J. LAUREDO  
JULIA L. JOHNSON



DIVISION OF WATER &  
WASTEWATER  
CHARLES HILL  
DIRECTOR  
(904) 488-8482

# Public Service Commission

February 25, 1993

Ms. June Autullo  
P.O. Box 3815  
Fort Pierce, Florida 34948

Re: Docket No. 920999-WS - Application of Country Cove Mobile Home Park for an exemption from Florida Public Service Commission regulation pursuant to Section 367.022(5), Florida Statutes.

Dear Ms. Autullo:

According to your application, you acknowledged by your signature that you provide water and wastewater service to the tenants of Country Cove Mobile Home Park. You also acknowledged that the charge for such water and wastewater service is a non-specific charge of the lot rent. In addition, staff received a copy of the prospectus for Country Cove Mobile Home Park on November 18, 1992.

In the prospectus, there are several references to the tenants' responsibility to pay additional water and wastewater charges based on increased water consumption or expenses which are referenced in the following subparagraphs of the prospectus:

1. Page 12 - VIII(B)(7)
2. Item 9(b) and 9(c) of Exhibit A - Rules and Regulations

ACK  
ATA  
ADP  
GTP  
GTA  
GTH

Furthermore, the prospectus also includes references to indicate that Country Cove Mobile Home Park intends to install individual meters for the purpose of billing each tenant individually. Please be on notice that in the event you do install individual meters, you will be required to notify this Commission in writing within 30 days of such change in order that this Commission may reevaluate your jurisdictional status.

Additionally, staff questions whether or not the following paragraphs of the prospectus apply to water and wastewater service:

1. Page 12 - VIII (C) and (D)
2. Page 13 - 1c

These paragraphs relate to "pass-through charges" and "government and utility charges". You will need to explain the meaning and purpose of these paragraphs and specifically how they relate to the water and wastewater service. If it does relate to water and wastewater service, please explain specifically what charges

DOCUMENT NUMBER-DATE

02323 MAR-2 83

PROSPECTUS FOR  
COUNTRY COVE MOBILE HOME PARK  
INDEX OF CONTENTS AND EXHIBITS

|   | <u>Page Number</u> |
|---|--------------------|
| I. Park Name and Address. . . . .                                       | 1                  |
| II. Notices and Demands. . . . .  | 1                  |
| III. Description of the Park Property . . . . .                         | 1                  |
| IV. Description of Recreational and<br>Other Common Facilities. . . . . | 5                  |
| V. Park Management. . . . .   | 6                  |
| VI. Mobile Home Owners<br>Improvements Required. . . . .                | 6                  |
| VII. Utilities and Services . . . . .                                   | 7                  |
| VIII. Increases in Rent and Other Charges. . . . .                      | 11                 |
| IX. User Fees. . . . .  | 17                 |
| X. Park Rules and Regulations . . . . .                                 | 17                 |
| XI. Park Zoning. . . . .  | 17                 |
| XII. Exhibits . . . . .   | 18                 |
| Exhibit A - Rules and Regulations                                       |                    |
| Exhibit B - Layout of the Park  |                    |
| Exhibit C - Covenants and Restrictions                                  |                    |
| Exhibit D - Rental Agreement  |                    |
| Exhibit E - Ground Lease  |                    |
| Exhibit F - User Fee Agreements   |                    |

PROSPECTUS FOR

COUNTRY COVE MOBILE HOME PARK

I. NAME AND ADDRESS OF PARK

Country Cove Mobile Home Park  
4401 North U.S. 1  
Fort Pierce, Florida 33450

II. RECEIPT OF NOTICES AND DEMANDS

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

June Autullo  
4401 North U.S. 1, Lot #3  
Fort Pierce, Florida 33450

III. PARK PROPERTY DESCRIPTION

A. Lot Number and Sizes

There are 148 lots in the Country Cove Mobile Home Park. The lot layout is included as an Exhibit to this prospectus. The lots sizes for which this prospectus applies to are set out in the following table:

| <u>LOT NUMBERS</u> | <u>APPROXIMATE LOT SIZES IN FEET</u> |
|--------------------|--------------------------------------|
| 1                  | 46 x 105                             |
| 5                  | 44 x 105                             |
| 7                  | 46 x 105                             |
| 10                 | 46 x 105                             |
| 11                 | 44 x 105                             |
| 12                 | 44 x 105                             |
| 16                 | 46 x 105                             |
| 17                 | 44 x 110                             |
| 19                 | 44 x 110                             |
| 20                 | 42 x 110                             |
| 21                 | 21 x 32 x 97 x 34 x 26 x             |

23

24

26

27

29

31

34

35

37

38

39

44

45

47

54

61

62

63

65

69

72

73

95

98

111

35 x 32 x 50

23 x 115 x 69 x 25 x 97 x

32

49 x 104

46 x 104

46 x 104

45 x 104

44 x 104

51 x 100 x 47 x 110

42 x 104

40 x 104

40 x 104

40 x 104

34 x 104

40 x 104

40 x 104

24 x 106 x 33 x 66 x 106

37 x 95

45 x 95

50 x 95

50 x 95

34 x 95

45 x 95

44 x 95

38 x 95

50 x 95

47 x 85

46 x 95

|     |          |
|-----|----------|
| 112 | 43 x 95  |
| 114 | 40 x 110 |
| 115 | 40 x 110 |
| 116 | 39 x 110 |
| 117 | 42 x 110 |
| 120 | 40 x 110 |
| 121 | 36 x 110 |
| 122 | 42 x 115 |
| 124 | 42 x 115 |

B. 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 facilities (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 Section 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. (3.04 m) side to side, 8 ft. (2.44 m) end to side or 6 ft. (1.83 m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier. (See 5-4.1)

5-4 Accessory Building or Structure Firesafety

5-4.1 Requirements.

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

In addition to the requirements of the State Fire Marshal, St. Lucie County, 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 15 ft.  
Separation between mobile homes and structures 10 ft.  
Setback from front lot line 10 ft.  
Setback from side lot line 10 ft.  
Setback from rear lot line 15 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 to the continuing applicability of such requirements after the delivery date. "Delivery date" as used herein is the date upon which the Prospectus is delivered to the tenant. Prospective tenants of the Park are advised to inquire with the above referenced authorities with respect to these matters.

Please note that the above quoted and 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.

C. Shared facilities

The maximum number of lots that will share in the use of the common and recreational facilities of the Country Cove Mobile Home Park is 148.

IV. RECREATIONAL AND COMMON FACILITIES

A. BUILDINGS

There are no recreational or other buildings located within the Country Cove Mobile Home Park.

B. SWIMMING POOL(S)

The Country Cove Mobile Home Park has available for use by the residents a swimming pool which is approximately 40 ft. by 20 ft. in size. The pool is located in the front area of the park. The pool is unheated, ranges in depth from 3 ft. to 6 ft. and is surrounded by a deck 70 ft. by 55 ft. in size. The pool has a design bathing capacity of 16 persons.

C. OTHER FACILITIES AND PERMANENT IMPROVEMENTS

In the swimming pool area there are separate bathrooms available for men and women.

D. PERSONAL PROPERTY

There are no items of personal property that are provided for the exclusive use of the mobile home owners.

E. DAYS AND HOURS OF OPERATION

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

The swimming pool is generally open from noon to dusk daily.

The Park Owner expressly reserves the right to alter the days and hours of operation in accordance with procedures prescribed in the Park Rules and Regulations. In case of emergency or repairs, the facility may be closed, and the residents will be notified promptly by posting such notice on the affected facility.

F. FUTURE IMPROVEMENTS

All facilities of Country Cove Mobile Home Park have been completed as of the Filing Date. The Owner reserves the right from time to time to alter or change any of such facilities or

property by the removal, relocation or alteration of existing facilities and property or the construction of new facilities. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period after the Filing Date.

#### V. PARK MANAGEMENT AND MAINTENANCE

The management and maintenance of the Country Cove Mobile Home Park is the responsibility of the park manager. The park manager's office will have posted days and hours of operation.

The Park is maintained and operated by Management which is in the business of operating and managing mobile home parks in the State of Florida. The personnel in the Park are employed by Management which performs or arranges for the performance of all of the day-to-day repair, maintenance and operation of the Park, all financial and accounting services, the maintenance and operation of all of the community and common facilities in the Park and any other services required in connection with the operation of the Park. As of the Delivery Date, Management provides the following services and maintenance in the Park: water, sanitary sewer, waste disposal, and maintenance of all community facilities and common facilities. The management responsibilities of the Park may be assigned to other management companies or persons and may be assigned in connection with a sale of the Park.

The Owner may from time to time employ such additional personnel as the Owner may deem necessary or appropriate to properly operate the Park. The Owner reserves the right, upon 90 days prior written notice to the owner of a mobile home located in the Park, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the Park.

#### VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

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. Skirting. Each mobile home shall be fully skirted and with material approved by Management within sixty (60) days of occupancy.

2. Aluminum Carport. An aluminum carport shall be installed in accordance with reasonable design specifications of Management and shall extend the length of the mobile home and shall be at least the width of the driveway.

3. Screened Room. A screened room containing not less than 120 sq. feet of area.



4. Double Driveways. Double driveways to allow off street parking for 2 vehicles.

5. Storage Sheds. A storage shed located with the consent of management in an inconspicuous location on the lot. No outside storage of tools or appliances is allowed. This includes storage of items under the mobile home.

6. Concrete steps. Concrete steps are required at each entrance. They are to be at least 12" per step. The height of each step is not to exceed 8".

7. Patio. Each mobile home will have a patio. The determination of the size of the patio will be restricted to the layout of the other above-mentioned items and location of the mobile home on the lot.

8. Fully sodded lawn. Each lot will be fully sodded by owner prior to residence in the mobile home. Furthermore, it is the responsibility of the mobile home owner to maintain that sod.

9. Compliance with local, state and federal regulations.

All required improvements must meet specifications as established by the park owner. Current specifications are available from the park manager's office. These required improvements are required of all mobile home owners who become residents of the park after the approval date of this prospectus, unless the resident has assumed the remaining term of a rental agreement from an existing tenant of the park.

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, 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, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park. However, pursuant to Section 723.011, F.S., a resident of the park as of June 4, 1984, may not be required to install permanent improvements.

## VII. UTILITIES AND OTHER SERVICES

The manner in which utility and other services will be provided and the person or entity furnishing those services, is as follows:

1. Water Service

Water is supplied by a water plant located in the Park. The Park Owner is responsible for the underground water mains. The mobile home owner is responsible for the shut-off valve and the water lines from the shut-off valve to the mobile home. The cost of water service is presently a portion of the base rent. In the event individual meters are installed the homeowner will be responsible for the water from the meter on their lot into their homes.

a. The Park Owner reserves the right, upon no less than 90 days' written notice to each Resident, to pass through such charges by causing each Resident each to be separately billed for water and/or sanitary sewer either (i) by individual water meters for each lot in the Park in which case each Resident will either be billed directly by the provider of such services or will be billed monthly by the Park Owner an amount determined by multiplying the total monthly bill for the Park for such services times a fraction, the numerator of which is the quantity of water consumed by the Resident for the month and the denominator of which is the total quantity of water consumed by the Park for the month as measured by the individual meters, plus a Pro Rata share of maintenance costs and administrative costs permitted; or (ii) by apportioning the total water and or sewer charges billed to the Park Owner for water and sanitary sewer services to the Park plus maintenance costs and administrative costs permitted, among the Residents on a Pro Rata basis (see pass-through charge, page 12).

The Park Owner is responsible for the maintenance of the underground water and sanitary sewer systems from the point where such systems connect to the lines owned by the provider of such services to the shut off valve for the water pipeline serving the Lot, and to the point where the lateral sanitary sewer pipeline serving the Lot enters the Lot, provided, however, that to the extent that any maintenance or repair of the lines in such systems is required as a result of the negligence of a Resident, such resident will pay the cost of such maintenance and repair. The Resident is responsible for paying the cost of maintenance of the water pipeline from and including the shut-off valve for the Lot to the mobile home and the connection to the water system in the mobile home and is responsible for paying the cost of maintenance of the sanitary sewer lateral pipeline located on the Lot and serving the mobile home and the connection to the mobile home sanitary sewer system.

aa. Sprinkling Water.

Sprinkling water is provided on an average of one (1) hour per day. The Park Owner is responsible for the main line, with one connection per lot. The mobile home owner is responsible for all hoses and sprinkler heads necessary for watering grass and other plants. However, the Owner reserves the right, upon 90 days prior written notice to each owner of the mobile home in the Park, to cause each mobile home owner to be separately billed for water services either by the installation of individual meters for each mobile home lot in the Park, or by an equitable apportionment of the total water charges billed to the Park.

#### 2. Sewage Disposal service.

Sewage disposal service is presently provided by a sewage treatment plant located in the Park. The Park Owner is responsible for the main sewage lines in the Park. The mobile home owner is responsible for the in-ground connection and the sewage lines to the mobile home. Any blockage or stoppage caused by the mobile home owner will be cleared at the mobile home owner's expense. The cost of sewage disposal service is presently included in the base rent. However, the owner reserves the right, upon 90 days prior written notice to each owner to either be separately billed for sewage disposal services or billed by any equitable apportionment of the total sewer charges billed to the Park.

#### 3. Waste Disposal Service.

Waste disposal services are currently provided by the Park. The cost of providing waste disposal services is included in the base rent.

As of the Filing Date, the Park does not separately bill the mobile home owners for the waste disposal services provided and charges for waste disposal. However, the Owner reserves the right upon 90 days' prior written notice to each home owner of the mobile home park, to (i) charge each mobile home owner separately for the waste disposal services provided through an equitable apportionment of the cost of such services, or (ii) discontinue the provision of waste disposal services and cause each mobile home owner to be separately billed for waste disposal services charged to the Park or by direct billing from the company or companies providing such services, or by both such apportionment and such direct billing.

#### 4. Cable Television.

Cable television service is provided to the Park by Florida Cablevision which is responsible for maintenance of the cable television system and the connections for cable television to the mobile home, except to the extent that the Resident is responsible for the maintenance and repair of any cable

television lines or equipment in or about the mobile home. The Park Owner has no responsibility for maintenance and repair of the cable television system. Cable television service is contracted for the Resident and is billed separately to the Resident by the provider of the service.

5. Storm Drainage.

The storm drainage system is provided by the Park by inverted land fall and roadways. The cost of providing and maintaining the storm drainage system is included as part of the base rent.

6. Electricity.

Electric power consumed within the Park is provided by City of Ft. Pierce Utilities. All electricity consumed by Residents within the Park is separately metered and billed directly to each resident. Electric power for the street lights and common facilities in the Park is separately metered and billed to the Park Owner. The entity providing the electric power is responsible for the maintenance of all electric lines, overhead and underground, to the box serving each mobile home lot, except to the extent that the Park Owner is responsible for any such maintenance. The Resident is responsible for the maintenance of the electrical lines from the meter to the mobile home and for any other connections outside the mobile home, including utility shed connections and outdoor receptacles.

7. Lawn Maintenance.

The Resident is responsible for providing and paying for lawn maintenance for the lot.

8. Telephone.

Telephone service is provided to the Park by Southern Bell which is responsible for maintenance of telephone lines and equipment within the Park, except to the extent that the Resident is responsible for the maintenance and repair of any telephone lines or equipment in or about the mobile home. The Park Owner has no responsibility for maintenance or repair of the telephone lines or equipment in the Park. Telephone service is contracted for the Resident and is billed separately to the Resident by the provider of the service.

9. Propane.

Residents who desire to purchase liquified propane from propane dealers are solely responsible for contracting with such propane dealers for the purchase and delivery of propane and for paying for the propane. Properly licensed propane dealers will be permitted to deliver propane in the Park provided they comply with such guidelines as the Park Owner shall adopt and provided

they comply with the Park Rules. Heating Oil is not an acceptable fuel in the Park. Fuel oil storage tanks are not permitted in the Park.

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

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

##### Lot Rental Amount

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

1. Rent--

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

B. Special Use Fees--

Other fees, charges, and assessments that the homeowner is responsible for are:

1. Entrance Fee--\$\_\_\_\_\_. This fee will be charged only for the placement of new mobile homes in the Park. These prospective tenants are required to submit an application, pay the application fee, and be approved by the Park prior to becoming a tenant in the Park.

2. Application Fee--\$\_\_\_\_\_. This fee will be charged by the Park Owner, as allowed by law, in qualifying a prospective tenant of the Park. If this fee is determined to be an entrance fee prohibited by Section 723.041, F.S., it will be refunded.

3. Late Charge--\$\_\_\_\_\_, if rent is not paid by the 5th of the month, and \$ \_\_\_\_\_ for each additional day the rent is past due.

4. Returned Check Charge== \$ \_\_\_\_\_

5. Guest Fee== \$ \_\_\_\_\_ per month per person. This fee will be assessed only if your guest's visit exceeds fifteen (15) consecutive days of thirty (30) total days per year.

6. Lawn Maintenance== \$ \_\_\_\_\_ per \_\_\_\_\_. This fee will be assessed in accordance with \_\_\_\_\_ and as described in the Rules and Regulations attached hereto:

7. Extra Water Consumption== \$ \_\_\_\_\_ per month. The fee will be charged as explained in the Park Rules and Regulations for extra water consumption. Additional outside water spickets must have meters installed and purchased by the mobile home owner plus a rate determined by the Park Owner.

8. Vehicle Storage Fee== \$ \_\_\_\_\_, for storage of vehicles in an area provided by the Park:

C. Pass-through Charges==

The mobile home owner will be responsible for pass-through charges which the homeowner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. The charges may be assessed more than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the Park.

D. Government and Utility Charges. The mobile home park owner may charge more frequently than annually utility charges, certain government and utility charges. These government and utility charges will not be charged if they are otherwise collected in the remainder of the lot rental amount.

E. Generally

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

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

Wherever "0" appears above 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.

#### Increases in Lot Rental Amount

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

##### 1. Definitions.

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

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

c. "Pass-through charge" means the Mobile Home Owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities.

d. "User fees" means those amount charged in addition to the lot rental amount for non-essential optional services provided by or through the Park Owner to the Mobile Home Owner under a separate written agreement between the Mobile Home Owner and the person furnishing the optional service or services.

2. Notice of Increase. The Mobile Home Owner shall be notified of any increase in the lot rental amount at least 90 days prior to the effective date of such increase.

##### 3. Lot Rental--Increases.

a. General. The lot rental amount is subject to periodic increases by the Owner. However, except for increases as allowed by Chapter 723, Florida Statutes, the lot rental amount will not be increased more frequently than annually, except for initial rental agreements which commence after the beginning of the annual rental term.

b. Factors Affecting Increases. Factors which may affect the level of increases in lot rental amount, are as follows:

1. Water rates
2. Sewer rates
3. Electricity rates
4. Waste disposal
5. Maintenance costs, including costs of deferred maintenance
6. Management costs
7. Property taxes
8. Major repairs or improvements, however, pursuant to Section 723.011, F.S., a resident of the Park as of June 4, 1984, may not be required to install any permanent improvements.
9. Increased costs, which refers to any 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 the ownership, operation and management of the Park. All present and future operating expenses and other charges of every kind and nature may be taken into account in determining the total costs, and such expenses and charges may include, but not necessarily be limited to:

(a) The costs of all insurance carried by owner with respect to the Park;

(b) The cost of general repairs, maintenance and replacement;

(c) The cost of janitorial, security, cleaning, window washing and pest control;

(d) The cost of redecorating, renovating and landscaping the common facilities or areas in the park, and of stripping, patching and repairing any roadways, vehicular parking areas or storage areas in the park;

(e) The costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal;

(f) The cost of providing heating, ventilating sewage and waste disposal, air-conditioning, and any other service attributable to the operation of any recreational building or other common area or facility in the park;

(g) Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the park;

(h) Reasonable management fees paid in connection with the operation and management of the park, including any such fees paid to owner or any affiliate of owner;



(i) The cost of the capital improvements or major repairs made in or for the benefit of the Park, and for the funding of any reserves for capital improvements or repairs. However, pursuant to Section 723.011, F.S., a resident of the Park as of June 4, 1984, may not be required to install any permanent improvements.

(j) Rents and additional rents payable under any ground lease;

(k) License fees, permit fees and other fees and charges payable to the State of Florida or any agency or municipality thereof.

10. Prevailing Market Rent--Refers to the lot rental amount charged 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.

11. Prevailing Economic Conditions--refers 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 lot rental amount and or any increase in the amount thereof. These factors may include:

a. the costs attendant to the replacement of this Park in the economic environment existing at the time of any lot rental amount 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;

b. The level of interest rates and other financing charges associated with construction, interim and permanent financing;

c. 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;

d. 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;

e. 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;

f. 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 lot rental amount, 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 lot rental amount 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.

12. Professional fees--including but not limited to, fees to accountants, attorneys, engineers, architects and consultants, employed to assist in the operation, management, development, and administration of the park, including all costs of litigation.

13. 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. However, pursuant to Section 723.011, F.S., a resident of the Park as of June 4, 1984, may not be required to install any permanent improvements.

14. Costs incurred as a result of actions by state or local government or utility company.

An increase in one or more of the above-described factors may result in an increase in the mobile home owner's rent or other charges.

Tenants assuming the remaining portion of a rental agreement as prescribed by Section 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 based upon prevailing market rent as defined in this Prospectus. The seller of a mobile home within the park is required to inform any potential purchaser of the existence of this notification and to advise the park owner of the imminent sale of the mobile home and of the purchaser's name and address upon sale. The purchaser must agree to the increase in lot rental amount in writing prior to occupancy, or inform the park owner otherwise. The increase will be imposed in the manner disclosed in the Prospectus delivered to the initial recipient.

## IX. USER FEES

The homeowner is responsible for the payment of user fees if the homeowner agrees to the provision of services for such fees by the Park Owner.

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

There are no current user fees charged in the Park.

## X. PARK RULES AND REGULATIONS

### A. Current Park Rules or Regulations

The current Park Rules and Regulations governing mobile home owners' behavior, guest procedures, time for using recreational and other facilities and any other rules, is attached as Exhibit A.

### B. Changes in Rules and Regulations

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

## XI. ZONING

Country Cove Mobile Home Park is zoned RMH by St. Lucie County. The permitted uses under that zoning classification are residential mobile home parks.

The park owner has no definite future plans to seek a change in the use of land comprising the mobile home park.

XII. EXHIBITS

The following exhibits are required attachments to this Prospectus.

Exhibit A -- Rules and Regulations

Exhibit B -- Layout of the Park

Exhibit C -- Covenants and Restrictions (if applicable)

Exhibit D -- Rental Agreement

Exhibit E -- Ground Lease (if applicable)

Exhibit F -- User Fee Agreements

EXHIBIT "A"  
PARK RULES AND REGULATIONS

## COUNTRY COVE MOBILE HOME PARK

### RULES AND REGULATIONS

Welcome to Country Cove Mobile Home Park. We hope your stay is a long and happy one.

The rules and regulations have been adopted by management in order to have a neat, clean, and attractive mobile home community. It is our hope that we will have a mobile home park community that we can all be proud of. The management does not want to evict anyone from this park, but any violation of these rules may make eviction necessary.

Every resident of the park has a job to do in helping to keep the park clean and neat at all times. Each person is expected to do his share--after all, it is your home.

#### GENERAL REGULATIONS

1. All residents must register at the office upon arriving and prior to move-in. Rents and deposits are to be paid one month in advance. Monthly rents are due and payable on the first of the month, and no later than the fifth of the month.

2. All residents must notify the management in writing as far in advance as possible when moving out. Clearance must be obtained and forwarding address given when known. Removal of the mobile home will be done between the hours of 8:00 a.m. and 5:00 p.m. exclusive of Saturdays, Sundays and national holidays. Any resident desiring to remove at other times must make special arrangements with the office.

3. No loud parties, loud radio or TV's, or other excessive noises will be tolerated. The management asks that the offenders be reported to the office. Two calls by law enforcement officers will be considered two separate violations of these rules and subject the resident to eviction as prescribed in §723.061, Florida Statutes (1984).

4. No alcoholic beverages will be permitted to be served or consumed in any building which is Park property.

5. It will be necessary to hold residents responsible for the acts of their children or guests. Know where your children are at all times and out of your neighbor's flower beds and yards.

6. No peddling, soliciting, or any form of commercial enterprise will be permitted without written consent from the office. Soliciting shall not be deemed to include canvassing as described in §723.054, Florida Statutes.

7. No trade, business, profession, or any other type of commercial activity shall be conducted on any lot.

8. Each resident is responsible for water, sewer, oil, gas, electrical, etc., installation upon his lot and will be charged for expense of replacing or servicing same, where due to negligence or improper use on the part of the resident.

9a. Lawn watering may be done on an average of one (1) hour per day. Hoses must have impulse sprinklers attached. There are specified hose connections for this purpose. Potable water connected to the mobile home may not be used for watering lawn or plants. This policy is in effect to keep water consumption to a minimum, therefore, helping to control rent increases. Water in the county is very expensive as opposed to city water. In addition to this, water has become a precious commodity and should not be wasted. Check with management on current watering policies.

9b. If a washing machine is installed in the mobile home, an additional charge of \$10.00 per month will be assessed for extra water consumption.

9c. If an outside spigot is installed it must have a meter purchased and installed by the mobile home owner. The rate for such a meter will be determined by management at the time of installation.

10. Sale or Rental of Mobile Home:

a. No rental of mobile homes or individual rooms is allowed.

b. New residents must be approved by management, in writing, prior to entry into the park. Failure to obtain such approval will subject the new resident to eviction.

c. No new residents will be considered if they have more than three (3) residents.

d. No pets will be allowed in the park upon resale of mobile homes.

11. All guests staying more than three (3) nights must register with the office. Guests staying more than fifteen

(15) days consecutively or thirty (30) days per year, will result in a charge being imposed on the homeowner of \$55.00 per month per person.

12. Absolutely no pets are allowed in the park.

#### MOBILE HOME SITES

1. Every resident is expected to participate in maintaining the appearance of both his mobile home and its site so that the combined effect contributes to the image; so that the public will be favorably impressed in their judgment of the community in which you live--Country Cove Mobile Home Park.

2. Alterations, additions or attachments to the mobile home or its utility lines must be in accordance with existing building codes and are subject to county permits and written approval by management. The tenants own all sewer lines from the main to the mobile home. The mobile home owner is responsible for all electric, gas and water lines from the main into the mobile home. No fuel oil tanks are allowed. The mobile home owner is responsible for meeting all state and local requirements. Only aluminum storage sheds are permitted and must be approved by Park Manager as to location. When painting home or additions, bright, gaudy, outlandish colors are not permitted.

3. Failure of a resident to properly maintain his lawn and lot will result in the park maintaining the lawn and lot and assessing the homeowner for the cost of such services at an hourly rate plus costs.

4. All air conditioners, awnings, steps, storage facilities, carports, screen rooms, skirting or any appurtenances must be approved prior to installation or may become subject to removal. All improvements must conform with park, county, and state regulations. Permits, where required, are to be obtained and paid for by tenant.

5. Any outside contractors or workmen performing services or doing any work in the park for a tenant shall first provide the Park Manager with proof that he has Workmens Compensation Insurance for himself and his employees.

6. Grass must be mowed at least once a week; if grass is not mowed each week in season, the management will have it mowed and charge your for it.

7. Grass shall be fertilized two (2) times per year by mobile home owner.



8. If new sod is planted, home owner can deviate from park watering policies and water until sod catches. Check with Park Manager for arrangements.

9. Each resident may arrange his location in a manner which he finds attractive as far as lawn, flowers, shrubs are concerned. However, any trees or any temporary or permanent concrete or masonry work must be approved in advance and when approved shall not thereafter be removed without permission.

10. Mobile homes will be placed or removed only by authorized personnel during posted hours and only after authorization from management.

11. All awnings, steps, storage facilities, and skirting should be approved prior to installation, or may become subject to removal. Skirting should be installed within one (1) month after moving in. Absolutely no wooden structures of any kind are allowed.

12. No storage of bottles, cans, boxes, tools, etc., around or under mobile homes will be permitted except in approved containers or sheds.

13. All garbage must be placed in plastic bags only and set out at the road on the day of collection. Garbage must be kept in an inconspicuous place on non-collection days.

14. Each resident is cautioned against driving of rods, stakes, pipes, etc. into the ground, or against digging in an area without first checking with the Office. The many types of underground installations might be endangered by indiscriminate action.

15. Walls, TV antennas (cablevision is available) or any other obstructions are strictly prohibited. Chain link fences may be installed by permission of management.

16. No pets or visitors with pets are allowed. Furthermore, no animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot.

17. Mailboxes are the property of each tenant. If destroyed, they must be replaced at tenant's cost and with the same make and model.

18. All mobile home hitches must be removed. Otherwise they must be completely covered, and approved by management.

19. "For Sale" signs are limited to 12" by 12" and must be placed in the window of the mobile home.

### POOL RULES

1. The pool is open from noon to dusk. Warning: There is no lifeguard on duty.
2. Please shower before entering the pool.
3. There are no animals allowed in or on the pool deck.
4. There is no food or drink allowed in or on the pool deck.
5. There is no diving allowed.
6. Children under 16 years of age must be accompanied by a parent at all times.
7. There is no swimming allowed at night.
8. Emergency assistance is obtainable at the Main Office of the park.
9. Visitors must be accompanied by an adult from the corresponding lot in which they are visiting.
10. When the pool is closed for maintenance it will be posted on the front entrance gate of the pool.

### VEHICLES

1. No motorcycles or mini-bikes are allowed in the park.
2. On lawn parking is prohibited. Automobiles or pickup trucks shall be parked only in designated areas and if not in regular operation or inoperative, must be taken elsewhere for storage.
3. No washing, repairing, or reconditioning of vehicles is permitted on the lot or on the street, except for emergency minor repairs, such as the changing of a flat tire.
4. No trucks, boats, or inoperative vehicles of any type may be parked or stored within the confines of the park. Repairing of vehicles, boats, motors, etc. is prohibited.
5. Damage to driveways caused by oil, gas, transmission fluid or radiator leaks will be repaired at tenant's expense.
6. Vehicles must observe the 10 mile per hour speed limit

posted. Speeding causes accidents. Protect your neighbor's children by helping to enforce limits and regulations. Report offenders, please.

7. Management assumes no responsibility for vehicles on park property as regards to theft, vandalism, or damage, including that caused by outside traffic entering upon park premises.

8. Only two (2) vehicles per family are permitted in the park. Nothing larger than a 3/4 ton pickup truck. Large vans, trucks and campers are not allowed.

The regulations are written for the sole purpose of making your Country Cove Community a place where all people will enjoy living. Respect these rules and enjoy one of the finest mobile home communities in Florida.

These rules and regulations may from time to time be amended, altered or changed.

EXHIBIT "B"

PARK LAYOUT

# COUNTRY COVE PARK

EXHIBIT B

█ = LOTS INCLUDED IN PERSPECTUS

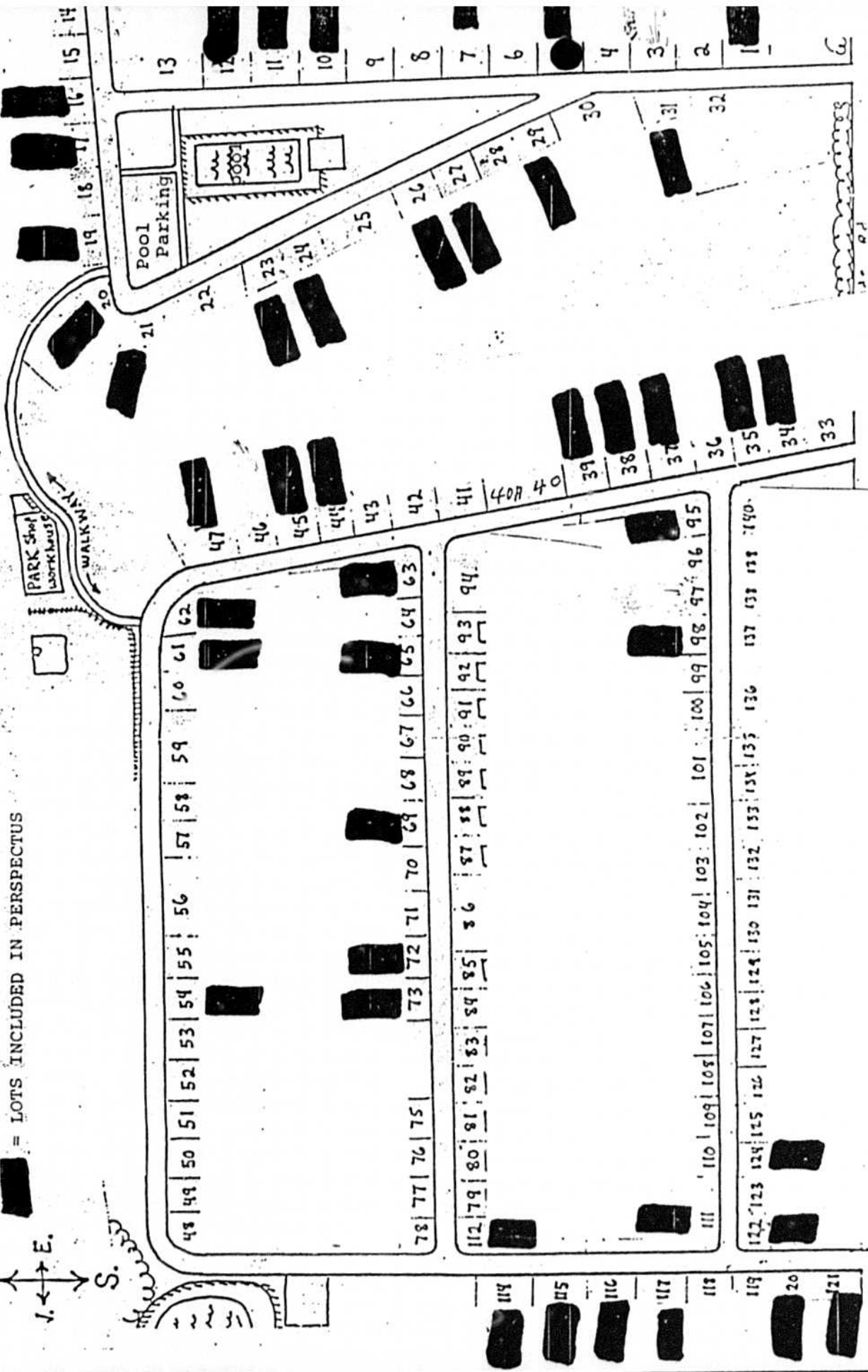
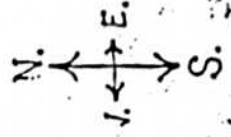


EXHIBIT "C"

COVENANTS AND RESTRICTIONS

There are no covenants and restrictions in the Park.

EXHIBIT "D"

RENTAL AGREEMENT

4. Returned Check Charge--\$\_\_\_\_\_.

5. Guest Fee--\$\_\_\_\_\_ per month per person. This fee will be assessed only if your guest's visit exceeds fifteen (15) consecutive days or thirty (30) total days per year.

6. Lawn Maintenance--\$\_\_\_\_\_ per \_\_\_\_\_. This fee will be assessed in accordance with \_\_\_\_\_ and as described in the Rules and Regulations attached hereto.

7. Extra Water Consumption--\$\_\_\_\_\_ per month. The fee will be charged as explained in the Park Rules and Regulations for extra water consumption. Additional outside water spickets must have meters installed and purchased by the mobile home owner plus a rate determined by the Park Owner.

8. Vehicle Storage Fee--\$\_\_\_\_\_. For storage of vehicles in an area provided by the Park.

C. Pass-through Charges--

The mobile home owner will be responsible for pass-through charges which the homeowner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. The charges may be assessed more than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the Park.

D. Government and Utility Charges. The mobile home park owner may charge more frequently than annually utility charges, certain government and utility charges. These government and utility charges will not be charged if they are otherwise collected in the remainder of the lot rental amount.

E. Generally

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

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

Wherever "0" appears above 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.



the commencement of the term is on the first day of the month, then the Tenant has paid to the Landlord with the signing of this Rental Agreement the first month's rent. All payments of rent and other charges shall be paid at the office of the Manager of the Park, or at such other address as the Landlord may designate from time to time.

Any lot rental amount not paid by the fifth day of the month is subject to a \$15.00 late charge plus \$2.00 per day for each day that the lot rental amount is late.

4. ADDITIONAL CHARGES AND FEES. In addition to the Base Monthly Rent provided for in Paragraph 3 above, the Tenant agrees to pay to the Landlord the following additional or special use charges in the amount presently in effect as specified on the attached schedule of Rent and Other Charges:

(a) LAWN MOWING. The per mowing Lawn Mowing Charge for lawn mowing (consisting of cutting those grassed areas of lawn mower), if provided for the Tenant by Landlord on a contract basis, is payable monthly in advance with the rent; or if the Tenant fails to properly cut the lawn on the Lot, is payable within three (3) days after notice from the Landlord to the Tenant.

(b) VEHICLE STORAGE FEE. If the Park has spaces for storage of recreational vehicles, boats, trailers and other vehicles and if the Tenant stores a vehicle in such vehicle storage space, the monthly per vehicle Vehicle Storage Fee is payable monthly in advance with the rent.

(c) ADDITIONAL OCCUPANT CHARGE. If the Mobile Home on the lot occupied by the Tenant as occupied by more than three persons and if such occupancy exceeds fifteen consecutive days or thirty total days per year, then the Tenant shall pay to the Landlord the monthly Additional Occupant Charge for each additional occupant, payable monthly in advance with the base rent.

(d) LATE CHARGE. If any monthly installment of rent is not paid on or before the 5th day of the calendar month, the Tenant shall pay to the Landlord the Initial Late Charge, plus the Additional Daily Late Charge for each day after the 5th day of the month that the base rent payment is delinquent until the base rent payment is paid, which shall be payable at the time the rent is paid.

(e) RETURNED CHECK CHARGE. If any monthly installment of rent or other charges is paid by a check which, after being deposited for collection, is returned to the Landlord and not paid for any reason, including insufficient funds, the Tenant shall pay to the Landlord the Returned Check Charge, which shall be due within three (3) days after notice of such returned check is given to the Tenant by Landlord.

(f) SALES TAXES. If the rent and/or other charges payable by the Tenant are ever subject to sales, excise, tourist or other tax imposed by the State of Florida or any other governmental authority (except for income taxes), then the Tenant shall pay the amount for such taxes to the Landlord at the time of the payment of the rent and other charges which are subject to such tax.

(g) VIOLATION OF PARK RULES. In the event that the Tenant violates any of the Park Rules and in the event the Landlord is required to expend any funds or incur any costs as a result of the violation by the Tenant of the Park Rules, the Tenant shall pay to the Landlord any amount equal to the actual costs and expenses incurred by the Landlord as a result of the violation of the Park Rules and Regulations plus an amount equal to twenty percent (20%) of such costs and expenses. The total amount shall be due and payable on or before three (3) days after notice by the Landlord to the Tenant of the violation of the Park Rules and the amount due from the Tenant.

5. PASS-THROUGH CHARGES. In addition to the base rent and additional charges and fees specified in paragraphs 3 and 4 above, the Landlord reserves the right to pass through to the Tenant the pass-through charges defined in the Prospectus, in the manner specified in the Prospectus and the Act. Any pass-through charges which are presently passed through to the Tenant are specified on the attached Schedule of Rent and Other Charges.

6. INCREASES AND ADDITIONAL CHARGES. The Landlord may increase the base rent, special use fees and other charges described in this Agreement and the Prospectus no more often than annually and only in the manner disclosed in the Prospectus. However, pass-through charges and certain government and utility charges may be increased more often than annually and may be passed through in the manner specified in the Prospectus. The Landlord will provide no less than ninety (90) days' prior written notice to the Tenant of the increase in the rent and/or other fees and charges or any pass-through of charges in the manner required by the Prospectus and the Act. Any increases in base rent and other fees and charges will automatically become part of this Rental Agreement upon renewal unless the Tenant gives the Landlord written notice thirty (30) days prior to the expiration of the then term of the Tenant's intention to vacate the Lot, and not to renew this Rental Agreement for a new term. In addition, the Landlord reserves the right to charge other fees and charges which are specified in the Prospectus.

7. USE OF LOT. The Lot is rented to the Tenant solely for the purpose of the installation of a mobile home (the "Mobile Home") on the Lot for use and occupancy by the Tenant. In no event may the Lot and the Mobile Home be occupied on a permanent basis by more than three persons without the consent of the Landlord, all of whom must be approved by the Landlord prior to occupancy.

8. UTILITIES AND SERVICES. The services and utilities available to the Resident and the responsibility for providing and maintaining the services and utilities are specified in the Prospectus.

9. PARK RULES. The Landlord has adopted Park Rules which are for the purpose of promoting the health, safety and general welfare of the Tenant and all of the residents of the Park. The Tenant has read the Park Rules, agrees to comply with all of the terms, conditions and provisions of the Park Rules and agrees to cause all approved occupants, guests or invitees to comply with the terms of the Park Rules may be modified, amended, added to, deleted, and/or replaced only in the manner provided by the Act. The Landlord is referred to in the Park Rules as "Park", "Management", "Park Owner" and the Tenant is referred to as "Resident", "Tenant", or "Lessee".

10. LIMITATION OF LANDLORD'S LIABILITY. The Landlord shall not be liable for any loss, damage or injury to the person or property of the Tenant, or any occupant, guest or invitee on the Lot or the Mobile Home or in the Park caused by (a) any condition on the Lot or in the Park, (b) any act, fault, negligence or neglect of any residents or occupants of the Park, or of any guests or invitees of any residents or occupants of the Park or of any trespasser or of the Landlord or the Landlord's agents or employees, (c) fire, water, stream, rain, hail, wind, frost, breaking of pipes, electric currents, odors, insects or any other acts caused by the elements or beyond the control of the Landlord, or (d) theft or embezzlement; unless any of the foregoing was caused by the Landlord's active, primary (and not merely passive or vicarious) gross negligence or willful misconduct. The Tenant shall indemnify, defend and hold harmless the Landlord from and against any loss, damages, costs or expenses arising out of any claim asserted by any person because of any loss or damage or injury to the person or property of any person caused by any act, omission, default or neglect of any occupant of the Mobile Home, or of any guest or invitee of any occupant of the Mobile Home. The Landlord may at any time during the occupancy of the Lot by the Tenant, require the Tenant to provide proof of insurance showing adequate coverage for fire and casualty insurance and public liability insurance.

11. GOVERNING LAW. This Rental Agreement and the relationship between the Landlord and the Tenant is subject to and shall be governed by the Act. All of the terms, conditions and provisions of the Act as it exists on the date of this Rental Agreement are incorporated herein by reference.

12. ASSIGNMENT AND SUBLETTING. The Tenant shall not assign this Rental Agreement in whole or in part or sublet any portion or all of the Lot, rent or sublet the mobile home, or permit any persons to occupy the mobile home except as specified in Paragraph 7 hereof and except as permitted by the Park Rules without the prior written consent of the Landlord in each

instance. The Landlord has reserved, and does reserve, the right to approve new tenants in the Park and therefore prospective purchasers of the mobile home must be submitted to the Landlord for approval prior to concluding any sale of the mobile home, unless the mobile home will be removed from the Park prior to or immediately after the sale. If this Rental Agreement is assumed by a purchaser of the mobile home, notice is hereby given to such purchaser that at the expiration of the assumed term, such purchaser shall enter into a new Rental Agreement similar in form to this Rental Agreement, except that the rent and other charges may be increased in the manner specified in the Prospectus and notice of such increase will be given in the manner specified in the Prospectus.

13. DEFAULT. As provided in and subject to the provisions of Section 723.061 of the Act, the occurrence of any one or more of the following, which are cumulative, shall constitute an event or default ("Event of Default"):

(a) Failure of the Tenant to pay the lot rental amount due to the Landlord under this Rental Agreement when due, and if such failure shall continue for a period of five (5) days after delivery of written demand to the Tenant for payment of such amount.

(b) Conviction of the Tenant, or any other approved occupants of the Mobile Home of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety or welfare or other residents in the Park.

(c) The first violation by the Tenant, any other approved occupants of the Mobile Home or of any of their guests or invitees of any properly promulgated provision of the Park Rules, any non-monetary provision or obligation of this Agreement, or any provision of the Act, which is found by any court having jurisdiction to have been an act which endangered the life, health, safety, property or peaceful enjoyment of the Park, or the other residents of the Park.

(d) The second violation by the Tenant, any other approved occupants of the Mobile Home or any of their guests or invitees of any properly promulgated provision of the Park Rules, and non-monetary provision or obligation of this Agreement, or any provision of the Act, within a period of twelve (12) months from the date of the first violation, provided that the Landlord has given to the Tenant written notice within thirty (30) days or the approved occupant of the Mobile Home or their guest or invitee causing the violation and providing the Tenant seven (7) days to correct such first violation.

(e) The occurrence of any event which is specified in the Act as an event of default or as an event entitling the Landlord to evict the Tenant.

14. REMEDIES OF THE LANDLORD. Upon the occurrence of any one or more of the following, which shall be deemed to be cumulative:

(a) An Event of Default: or

(b) A change in use of the land comprising the Park or portion thereof on which the Mobile Home is located from mobile home lot rentals to some other use, provided the Tenant has previously been given at least twelve (12) notice of the anticipated change of use and the requirement of the Tenant to obtain another location for the mobile home: or

(c) Failure of the purchaser of the mobile home to be qualified as and to obtain approval to become a Tenant; or

(d) Any significant portion of the Lot is taken by condemnation proceedings or a deed is given in lieu of the condemnations proceedings;

the Landlord may require the removal of the Tenant or the mobile home or both and the termination of this Rental Agreement. In the event the Landlord desires to exercise the Landlord's right to terminate this Rental Agreement and require the removal of the Tenant, the mobile home or both, the Landlord shall notify the Tenant specifying the event of default or other matter entitling the Landlord to terminate this Rental Agreement and require removal of the Tenant, and specifying the date the Tenant and the mobile home are to vacate the Lot and the Park. If the Event of Default specified in paragraph 13(d) above is applicable the Landlord shall provide the Tenant with no less than thirty (30) days prior written notice of the grounds from removal. If the Tenant fails to remove himself and the mobile home from the Lot on or before the date specified, and Landlord shall be entitled to bring proceedings under the Act from removal of the Tenant or the mobile home or both. The termination of this Rental Agreement by the Landlord and the removal of the Tenant shall not affect the liability of the Tenant at the time of the termination for any rent, and/or other sums of money due to the Landlord from the Tenant under this Rental Agreement, or for any damages which the Landlord may have suffered as a result of the failure of the Tenant to comply with the terms of this Rental Agreement, the Park Rules or the Act; and in addition to removal of the Tenant the Landlord shall be entitled to collect the foregoing damages from the Tenant. The Landlord shall have a lien on the mobile home to secure the payment of all sums of money due from the Tenant to the Landlord under this Rental Agreement and all sums of money due from the Tenant to the Landlord under this Rental Agreement and all damages, costs and expenses provided for under this paragraph. Such lien may be enforced by foreclosure.

15. CONDEMNATION. In the event all or any portion of the Lot and/or any other portion of the Park, including community facilities, is taken by the exercise of the right and power of

eminent domain or in the event any deed is given by the Landlord in lieu of condemnation, the Tenant shall not be entitled to or have any right in the proceeds awarded or paid in such proceedings as compensation for loss of a or decrease in the value of the lot. The Landlord shall be entitled to the entire award and all compensation paid in such proceedings as the compensation for the loss of all or any portion of the Lot, or decrease in the value of the Lot, whether such award is as compensation for the fee simple interest, the leasehold interest or both. The Tenant shall be entitled to pursue any claims against the condemning authority for loss of, damage to or cost of removal and relocation of the mobile home. Rent for the Lot shall be prorated to the date of vacation of the Lot by the Tenant as a result of such exercise of the power of eminent domain.

16. NOTICES. Except where the Act requires any notice to be given in a manner other than as provided for in this paragraph, any notice or demand required under this Rental Agreement shall be in writing and shall be deemed to have been delivered and received when hand delivered or mailed by registered or certified mail, return receipt requested, to the Tenant to the address specified on the first page of this Rental Agreement, or posted on the Lot or the Mobile Home; and as to the Landlord to the person and address specified in the Prospectus for notices. Either the Landlord or the Tenant may, from time to time, change the address specified for notices by notifying the other in accordance with this paragraph and as to the Landlord in accordance with the Act.

17. WAIVER. Failure of the Landlord in any one or more instances to insist upon strict performance or observance of any one or more of the terms or agreements specified in this Rental Agreement or in the Park Rules by the Resident or any other Resident or to exercise any remedy conferred upon the Landlord in this Rental Agreement, any other rental agreement, the Park Rules or by law, shall not operate or be construed to relinquish or waive for the future any such term or provision or the right to enforce such term or provision or to exercise such remedy, but such provisions shall continue to be in full force and effect. The rights and remedies of the Landlord contained in this Rental Agreement are cumulative and shall be in addition to any rights and remedies provided by law. The consent of the Landlord to any act by the Tenant requiring the Landlord's consent shall be deemed to waive or render unnecessary the Landlord's consent to any subsequent or future similar act by the Tenant.

18. MISCELLANEOUS. This Agreement, Park Rules and, the Prospectus, constitute and represent the entire agreement between the parties and no oral or written representation other than those expressly contained therein shall be binding upon the Landlord. All of the terms, conditions and provisions thereof shall be for the benefit of and shall be binding upon the parties hereto and their respective heirs, devices, personal

representatives, successors and assigns.

SIGNED by the Landlord and the Tenant as of the day and year first above written.

COUNTRY COVE MOBILE HOME PARK

By: \_\_\_\_\_  
MANAGER

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
TENANT

EXHIBIT "E"

GROUND LEASE

There is no ground lease in the Park.



EXHIBIT "F"  
USER FEE AGREEMENT

There are no user fees currently charged in the Park.

DATE PROSPECTUS DETERMINED ADEQUATE

December 19, 1986


---

IDENTIFICATION NUMBER ASSIGNED BY DIVISION

5600857P

---

MOBILE HOME LOT TO WHICH PROSPECTUS APPLIES

LOT # 

---