



March 8, 2024

Adam Teitzman, Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 20230114-SU; Application for certificates to provide water and wastewater service in Volusia County by Applegate Utility, LLC

Dear Mr. Teitzman:

This letter will serve as the response of the Applicant to the Florida Public Service Commission's Staff's Second Data Request issued in the above-referenced matter on February 21, 2024 by Engineering Specialist Melinda Watts. I have outlined below each of the ten issues raised in the Commission Engineer's letter and the utility's response to each.

1. Please provide a copy of Applegate's consumptive use permit (CUP) from the St. Johns River Water Management District (SJRWMD). If the Utility is exempt from the SJRWMD's CUP permitting requirements, please provide the basis for the exemption.

Utility Response. There is no CUP permit issued for this facility since the wells (2) are under 6" in diameter.

2. From the first billing cycle to date, please provide a copy of a customer bill per month since inception.

Utility Response. Since its inception, the utility has not rendered any paper or electronic bills to its customers. Instead, the utility posts the consumption and usage information and billing amounts on the customer's online account portal and is assessed against each customer's account on a monthly basis. Billing register documents since January of 2023 will be hand delivered on a zip drive today.

3. Please provide documentation of miscellaneous service charges being assessed.

Utility Response. There is no written documentation of the miscellaneous service charges currently being assessed. The utility charges a \$15 initial turn on fee and no other miscellaneous charges have been assessed in the past. The utility has proposed different miscellaneous services as outlined in the tariffs submitted with the utility's original certificate application based on our understanding of previous approved charges for similar types of utilities. We have performed no cost analysis. This seems especially practical for a small utility that accesses such charges at most a hand full of times each year.

4. Please provide a bill showing miscellaneous service charges, as indicated on the proposed tariff.

Utility Response. Since no bills are rendered on a monthly basis, no such charges have been assessed on a bill.

5. Please provide the salary of the employee performing the administrative task of miscellaneous service.

Utility Response. The utility has no employees. The utility's related party who owns the mobile home park has maintenance and operation staff within this very small mobile home park perform the administrative duties related to this miscellaneous service and the necessary bookkeeping and posting of charges.

6. Please provide the salary of the employee performing the labor for miscellaneous service.

Utility Response. See responses to numbers 3 and 5 above.

7. Does Applegate Mobile Home Community have a prospectus? If so, please provide a copy.

Utility Response. Attached is a copy of the prospectus for the Applegate Mobile Home Community.

8. Please indicate whether this utility is in an SJRWMD water use caution area. Please also indicate if there are WMD issues with regard to the utility's water consumption.

Utility Response. The utility system is not in the St. Johns River Water Management District water use caution area, nor in any water use caution area.

9. Please indicate the utility's average water consumption.

Utility Response. The utility's total average usage per month is 596,000 gallons. With the 144 water connections currently serviced by the utility, this does not represent a high usage rate.

10. Please file the water and wastewater tariffs with the appropriate rates and charges.

Utility Response. The tariffs proposed for the utility were filed with the original application and supplemented to correct errors in that original filing by letter dated January 9, 2024.

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If you need anything further or have any questions with regard to any of these items, please let me know.

Sincerely,

SUNDSTROM & MINDLIN, LLP

/s/ F. Marshall Deterding

F. Marshall Deterding
Of Counsel

FMD/brf

Enclosures

cc: Melinda Watts
Zach Schwartz
Mark Cadenhead
Gary Morse

NAME OF MOBILE HOME PARK **APPLEGATE MOBILE HOME COMMUNITY**

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

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

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

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

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EXHIBITS

- Exhibit A: Mobile Home Park Lot Layout
- Exhibit B: Rules and Regulations
(1,2,3)
- Exhibit C: Zoning Restrictions
- Exhibit D: Rental Agreement

PARK NAME AND ADDRESS

The name and address of the mobile home park (the "Park") is as follows:

APLEGATE MOBILE HOME COMMUNITY
299 Circle Drive
DeLand, Fla. 32724

NOTICES AND DEMANDS

The name and address of the person authorized to receive notices and demands on behalf of the Park owner is as follows:

Community Manager
Applegate MHC
10221 River Road, Suite 59831
Potomac, Maryland 20859

DESCRIPTION OF THE PARK PROPERTY

Number of Lots. The Park consists of 87 mobile home lots. The Park Owner reserves the right to expand the number of spaces at such time more land becomes available to do so.

Size of Lots. The size of the average lot in the Park is approximately 4000 square feet with dimensions of approximately 50 feet by 80 feet. There are several lots in the Park that are not rectangular in shape (see Exhibit A for further details).

SETBACK AND SEPARATION REQUIREMENTS

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

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

5-2.1.1 Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3.04m) side to side, 8 ft. (2.44m) end to side, or 6 ft. (1.83m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier.

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

In addition to the requirements of the State Fire Marshal, the County of Volusia, Florida has enacted certain zoning regulations controlling the setback and separation of mobile homes within the Park. The portions of such zoning regulations that set forth the setback and separation requirements applicable to the Park are attached to this prospectus as Exhibit C.

DESCRIPTION OF RECREATIONAL AND OTHER COMMON FACILITIES

There are no recreational or common facilities available for use by the mobile home owners.

There are no items of personal property which will be available for the use by the mobile home owners.

The Park Owner reserves the right to construct recreation and/or other facilities if he so desires at a later date (but) makes no promises to do so.

PARK MANAGEMENT

The Park Owner has the exclusive right to make decisions as necessary for Park operation and management. The Park will be managed by a Park Manager. The Park Manager will be available to respond to any Park-related questions or issues Monday through Friday from 9:00 a.m. until 4:00 p.m. via email at homeoffice@parakeetcommunities.com. All questions and problems concerning Park operations should be directed to the Park Manager and should be in writing and signed by the home owner or resident. The Park manager will also oversee the maintenance and operations of the park; however, the Park Owner may from time to time employ such additional maintenance personnel as the Park Owner may deem necessary or appropriate to properly maintain the Park

IMPROVEMENTS REQUIRED OF ALL HOME OWNERS

The Park requires the following improvements to be installed by the mobile home owner as a condition of his or her occupancy.

1. Skirting aluminum
2. Concrete driveway (minimum size 10 ft. x 50 ft.)
3. 10 ft. x 20 ft. aluminum screened porch with concrete floor
4. Aluminum carport
5. Attached storage shed
6. Sod and landscape the lot

Each of such improvements must be designed and installed in accordance with the requirements of the Park Rules and Regulations and in accordance with plans that have been approved in advance by the Park manager.

UTILITIES AND OTHER SERVICES

<u>Service</u>	<u>Entity Providing Service</u>
Sewer	Sewage treatment plant owned by Applegate Mobile Home Community
Water Supply	Well owned by Applegate Mobile Home Community
Garbage Service	WastePro
Storm Drainage	Provided by Park
Electricity	Duke Energy
Lot mowing	Not provided

Water and Sewer Water and sewage disposal are provided to the park by private well and sewer plant. Each mobile home lot is separately metered and an invoice for water and sewer charges will be provided by the Park or water management company to each mobile home owner. Rates for this service will be based on public utilities in the area. The park is responsible for the maintenance for the underground water and sewer systems from the point where such systems connect to the lines owned by Applegate Mobile Home Community to the point where such systems are joined by the mobile home owner. The mobile home owner is responsible for the maintenance of the water connections from the mobile home to the place the mobile home owner joined the park metering system. The mobile home owner is responsible for the maintenance of the sewer lines to the point that they go underground.

Electricity All electricity consumed on the mobile home lots within the Park is separately metered and billed directly to each mobile home owner by Duke Energy and such charges are not included in the lot rental amount. Electric power for the street lights and common facilities in the Park is separately metered and billed to the Park. Applegate Mobile Home Community is responsible for the maintenance of the electric lines to the meter base located on each mobile home lot. The mobile home owner is responsible for the maintenance of the electrical lines from the meter base to the mobile home, and for any other connections outside the mobile home, including utility shed connections and outdoor receptacles.

Cable Television. Cable television is provided to the Park by various providers and is billed separately to each mobile home owner. Any charges for this service are a matter of independent contract between the mobile home owner and the service provider and are not included in the lot rental amount. The Park is not responsible for the maintenance of any cable television lines within the Park or for the connections for cable television to the individual mobile home.

Waste Disposal. Waste disposal (garbage and trash collection) is provided as follows: Garbage and trash are contracted for by the Park and collected by WastePro via curbside pickup at each lot. As of the Filing Date, the Park does not separately bill the mobile home owners for the waste disposal services provided by the WastePro. However, the Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to (1) charge each mobile home separately for the waste disposal services provided by the Park through an equitable apportionment of the cost of such services, or (2) discontinue the provision of waste disposal services by the Park and cause each mobile home owner to be separately billed for waste disposal services either by an equitable apportionment of the 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.

Storm Drainage. Storm drains within the Park are provided and maintained by the Park.

Changes to Utilities and Other Services. The description of the utility and other services at the Park 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 Park Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to discontinue the provision 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.

LOT RENTAL AMOUNT

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 amount increase.

An increase in one or more of the following factors may result in an increase in the home owner's lot rental amount.

INCREASES IN LOT RENTAL AMOUNT

The lot rental amount is subject to annual increases, with the Park Owner to furnish at least 90 days advance notice to the resident of any such increase. The amount of increases in base rent or other charges may be affected by expenses or charges, and/or, to the extent permitted by law, by the necessity of major capital repairs or improvements. The Park Owner expressly reserves the right to increase base rents and other charges in amounts determined solely by the Park Owner. Base rent rates may also reflect the prevailing economic condition. Prevailing economic conditions are intended to refer to those factors which bear on the economic liability of a real estate investment and which would be

considered by a prudent businessman in establishing the lot rental amount or any increase in the amount thereof. These factors include:

1. The costs attendant to the replacement of this Park in the economic environment existing at the time of the lot rental amount increase, including land acquisition costs, construction costs, and losses associated with the operation of a Park prior to full occupancy, the Park Owner will realize a reasonable return on the costs referred to in this clause;
2. The levels of interest rates and other financing charges associated with construction, interim and permanent financing;
3. The availability of alternative forms of real estate investments which, absent the lot rental amount increase in question, might reasonably be expected to yield a greater return on investment capital;
4. Increase in the market value of land and improvements;
5. Operating Expenses - "Operating Expenses" means all costs, charges and expenses of every kind and nature, other than those expressly excluded below, paid or incurred by the Park Owner in operating, managing, repairing, maintaining and administering the Park. The Operating Expenses included, without limitation, each of the following:
 - (a) the cost of all insurance carried by the Park Owner with respect to the Park, including all fire and extended coverage and liability policies;
 - (b) the cost of general repairs, maintenance and replacements;
 - (c) the cost of janitorial, security, cleaning, window washing and pest control;
 - (d) the cost of redecorating, renovating, and landscaping the common areas in the Park, and of stripping, patching and repaving any roadways, vehicular parking areas or storage areas in the Park.
 - (e) the cost of all utilities (including, without limitation, water, sewer, and electricity) used or consumed in the Park,
 - (f) the cost of providing heating, ventilating and air-conditioning services to any 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) management fees paid in connection with the operation and management of the Park, including any such fees paid to the Park Owner or any affiliate of the Park Owner;
 - (i) to the extent permitted by law, the cost of capital improvements and repairs made in order to conform to the requirements of any law, cost of any such capital improvement or repair shall be amortized by the Park Owner over the useful life thereof, together with interest based on the Park Owner's then cost of borrowing;
 - (j) rents and additional rents payable under any ground lease;

- (k) other costs and expenses, including supplies, not otherwise expressly excluded hereunder, attributable to the operation, management, repair, maintenance or administration of the Park;
- (l) "Taxes" means all general and special ad valorem taxes and assessments levied upon or assessed against the Park (including, without limitation, local improvement assessments and storm drainage assessments) and any costs or fees incurred by owner in verifying the reasonableness of or contesting any of the same in good faith. If the method of property taxation prevailing as of the date hereof is changed so that taxes now levied or assessed on real or personal property are replaced partially or completely by a tax levied or assessed upon owner, as a capital levy or otherwise, or on or measured by rents received by owner from the Park, then such new or altered taxes shall be deemed included within the definition of "Taxes";
- (m) Operating Expenses shall not include, however, any of the following:
 - 1) The cost of repairs, replacement or other work for which the Park Owner receives reimbursement from insurance proceeds;
 - 2) Debt amortization of interest; and
 - 3) The cost of repairing or rebuilding necessitated by condemnation.

Governmental and utility charges are those amounts, other than special use fees, which are itemized and charged separately from the base 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. The home owner is responsible for government and utility charges.

Pass-through charges are 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. "Proportionate share" means an amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park.

The following is a list of all charges, including base rent, special use fees, governmental and utility charges, fees, assessments, and any other financial obligations, of the home owner to the Park Owner relating to the tenancy. The current dollar amount must be written in prior to delivery to the home owner.

Special Use Fees:

- 1. Entrance Fee \$ _____.**
- 2. Vehicle Storage Fee \$ _____ per vehicle per month.
- 3. Pet Fee \$ _____ per pet per month.
- 4. Additional Resident Fee \$ _____ per month for each individual age 18 or older, in excess of the number of individuals permitted to reside in the mobile home pursuant to the rental agreement, who resides in the mobile home in excess of 15 consecutive days or 30 total days per year.
- 5. Late Payment Fee \$ _____ if any portion of the lot rental amount is not received in full by the 5th day of the month.
- 6. Return Check Fee \$ _____ per check returned by the resident's bank.

7. Pest Control Fee \$ _____ per month.
8. Lawn Mowing Fee \$ _____ per month.
9. Special Service Fee \$ _____ per hour, but not less than \$ _____ per service call, for any repair, maintenance or service that is performed by the Park but is the responsibility of the mobile home owner.
10. Installation Charge \$ _____.
11. Special Assessments of any Governmental Entity \$ _____ per month.
12. Filing Fees and any Other Charge or Imposition due to the Division and any Other Governmental Entity \$ _____ per month.
13. Government Fee \$ _____ per month for any improvements to the Park not existing on the delivery date and incurred due to requirements imposed by Federal, State, and local governments.
14. Replacement Utility Charges \$ _____ per month for any utility or other service not provided or available to Park residents on the Delivery Date that replaces, in whole or in part, any utility or other service that is provided or available to Park residents on the Delivery Date.

** No entrance fee will be charged to the purchaser of a mobile home situated in the park that is offered for sale by a resident of the park.

It shall be the responsibility of any home owner placing a mobile home on a lot in this Park to arrange, pay the cost of and maintain:

1. Obtaining all permits.
2. Blocking and tying down the mobile home.
3. Installing the electrical service from the meter base to the mobile home.
4. Installing the plumbing from the mobile home to the water and sewer laterals now located on the lot.
5. Each mobile home shall have at least one outside faucet, a back flow prevention valve, and a water shut off valve.

RULES AND REGULATIONS

The current Park Rules are attached as an exhibit to the prospectus and are incorporated by reference as a part of this disclosure document.

Amendments to Rules and Regulations. The Park Owner may from time to time amend the Park Rules and Regulations by modifying or changing any existing rule or regulation or adopting any new rule or regulation; provided, however, the Park Owner shall give at least 90 days prior written notice to each owner of a mobile home in the Park of such amendment, and provided further that no new rule or regulation, except rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety and welfare, shall be enforced by the Park Owner prior to the expiration of such 90-day period.

PARK ZONING

The Mobile Home Park property is presently zoned MH1.

The permitted uses under MH1 zoning is as a Mobile Home Park containing rental spaces.

The Volusia County Zoning Board has jurisdiction over the zoning of the Mobile Home Park property.

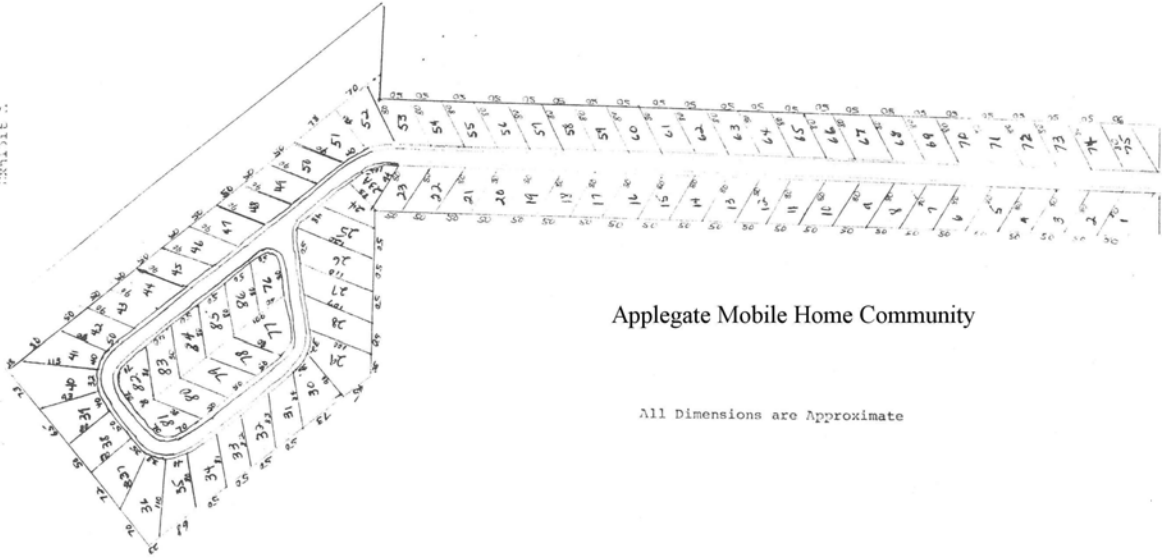
The Park Owner has no definite plans to change the zoning of the mobile home park property as of the Filing Date of this prospectus.

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

THIS PROSPECTUS WAS DETERMINED ADEQUATE TO MEET THE REQUIREMENTS OF CHAPTER 723, FLORIDA STATUTES ON 10/13/1987
(Date)

PROSPECTUS IDENTIFICATION NUMBER PRMZ001942

MOBILE 2.



Applegate Mobile Home Community

All Dimensions are Approximate

APPLEGATE MOBILE HOME COMMUNITY

RULES AND REGULATIONS

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

These Rules and Regulations (“Rules”) are intended to maintain the appearance standards and comfort of Applegate Mobile Home Community (the “Community”) for you and your visitors. A copy of the Rules will be posted in the Community and must be observed by all Residents and guests. Residents shall require all persons on the mobile home lot with their consent to govern themselves in accordance with the Rules and in a manner that does not unreasonably disturb neighbors or constitute a breach of the peace.

1. DEFINITIONS

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

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

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

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

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

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

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

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

2. RESIDENCY

2.1 Any person applying for admittance as a Resident of the Community must fill out an application for residency and be interviewed by Community Management. All prospective residents must be approved by Community Management and must sign a rental agreement prior to beginning occupancy of a home currently in the Community or prior to moving a home into the Community. Community Management has the right to reject a prospective Resident for any reason not prohibited by law; however, approval may not be unreasonably withheld. Community Management will not approve a prospective Resident who provides false or misleading statements, whether orally or in writing, within the rental application or in any statement or document offered in support of a request for residency approval. The purchase

of a Home Owner's home by those who have not executed the rental agreement or obtained written consent from Community Management shall not constitute permission or right for the purchaser(s) to reside within the Community. An application for residency and background check must be completed and approved, a copy of the Rules and Regulations delivered, and a Rental Agreement signed, prior to: (i) residing in a home within the Community; or (ii) arrival of the resident's home in the Community.

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

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

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

3. ALL-AGE COMMUNITY

It is the specific policy and intent of this Community that it be operated for the use and benefit of persons of all ages.

4. PAYMENTS, FEES, AND CHARGES

4.1 Payments: Lot rental amount must be paid in full. Timely payment in full is required; partial payments will not be accepted. Lot rental amount payments are due on the first (1st) day of each month and must be paid on or before the fifth (5th) day of the month. A Late Charge will be charged to any Resident whose lot rental amount is not received by Community Management (including mailed-in payments) on or before the fifth (5th) day of the month, as provided in the Rental Agreement.

4.2 Resident must pay by personal check, cashier's check, money order, certified check, credit card, automated clearing house (ACH) debits or other bank electronic funds transfer. Community Management reserves the right to refuse a personal check. All payments must be payable in U.S. funds drawn on a U.S. financial institution.

4.3 For safety purposes, cash is not accepted for any reason.

4.4 NSF Checks: If any Resident's personal check is returned for insufficient funds, then Community Management will accept payment only in the form of money orders, cashier's checks, certified check, credit card, or electronic funds transfer for six (6) months thereafter for that account. Special payments including those for late fees and return check charges or other sums owed to the Community as the result of a home owner's failure to comply with his/her lease, prospectus or with the Community rules and regulations shall be paid to Community Management in addition to regular monthly base rent payments. If a Resident has twice written personal checks on insufficient funds, then

Community Management will only accept payment, on a permanent basis, in the form of money orders, cashier's checks, credit card, or electronic funds transfer.

5. SALE AND/OR REMOVAL OF HOME

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

5.2 A Home Owner intending to make a bona fide sale of his/her home or any interest in it to a proposed purchaser intending to remain in the Community shall give to Community Owner notice of such intention, together with the name and address of the proposed purchaser and such other information concerning the proposed purchaser as Community Owner may reasonably require. Home owner shall provide to Community Owner a copy of the final executed sales contract. Home Owner may redact all financial information and social security numbers contained in the copy of the final executed sales contract before submission to Community Owner. Resident shall direct the proposed purchaser to Community Management for exchange of information, including the lot rental amount which will apply at the expiration of the seller's lease term or at the time of sale. Within seven (7) days of transfer of title, change in financing of the home, or purchase of Home Owner's home, a true copy of the legal registration showing title registered in the name of the purchaser and the name of the lienholder, if any, shall be provided to Community Management by Home Owner. This rule does not in any way diminish or affect the obligation of every purchaser of a home to seek and to obtain written approval by Community Management prior to the change in occupancy of the home if the proposed purchaser intends to become a resident of the Community.

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

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

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

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

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

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

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

5.10 Destruction of Home: Should the home be destroyed by fire, windstorm, water, an act of God, or by any other means, the Home Owner must remove the salvage from the home site within thirty (30) days from the date of such event, or from the date of mailing of written notice from Community Management to Home Owner to remove same, whichever is earlier, unless a longer period for removal is provided by applicable ordinance or law.

5.11 Right of First Refusal for Individual Mobile Homes.

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

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

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

6. SETUP: NEW or RESALES

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

6.2 Responsibility for compliance with applicable zoning or code provisions shall be that of Resident(s). Only new homes (never previously occupied) and used homes which have been approved in advance in writing by Community Management as acceptable for location within the Community will be allowed in the Community. A plot plan showing the location of the home, accessory buildings and any improvements existing and proposed to the home or lot shall be submitted to Community Owner. Written approval from Community Owner is required prior to the commencement of any work. All persons involved with the move in and set up of the home must have adequate general liability and worker's compensation insurance. All liability associated with the move in shall be the responsibility of Home Owner.

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

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

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

6.5.1 All homes being placed in the Community by Home Owners beginning a new tenancy in the Community must have removable hitches which shall be removed upon anchoring, and older homes moved into the Community after the effective date of these Rules that do not have hitches that are designed to be removed, shall nonetheless be removed and the gap area restored.

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

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

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

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

6.5.6 Each home owner may be responsible for installing landscaping according to a Management-approved landscaping plan.

6.5.7 Residents must secure their street numbers and/or home lot numbers on the front of the home, placed consistently with surrounding homes as required by local emergency services.

6.5.8 Window coverings visible from the street shall be limited to blinds, shutters, drapes, curtains or similar standard window treatments. Bed sheets, mattresses, blankets, aluminum foil or similar items are prohibited from being used as a window covering or shade device.

6.5.9 No appliances, including but not limited to washers and dryers, may be placed outside the home.

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

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

7. MAINTENANCE OF HOMES

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

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

7.3 Maintenance: All homes, carports, sheds, or any other items placed on a lot by Home Owner, must be maintained in a clean and orderly manner and in good repair. Home Owner must immediately repair any water leaks in

or from pipes or fixtures in, on or under the home up to the point where such systems connect to the Community lines at Home Owner's lot. The exterior surfaces of the home including the eaves and trim shall be kept free of mildew, dirt, grime or discoloration. Homes must be washed at least annually. Peeling, fading, or damaged exterior surfaces, and broken windows, doors, and screens must be restored and repaired to the condition of a well maintained home in the Community. Damaged areas or poorly painted areas of the home and accessory buildings must be repaired or repainted. Community Management reserves the right to require Home Owner to perform repairs, repainting or other maintenance that is needed to maintain community standards as set forth in these Rules and Regulations.

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

7.5 Exterior Surfaces: As the appearance of the home ages, or is damaged or otherwise altered in appearance, if deemed necessary or appropriate by Community Owner, housing or health code enforcement personnel, the home shall be modified so as to be brought to the state of cleanliness and repair of a well-maintained home, and free from mold and mildew. While homes may not be required to be brought to an overall "as new" condition, repairs and maintenance may be required to replace damaged, dilapidated, peeling, faded, or discolored components of the home visible from the street or from an adjacent home including resurfacing, re-siding, re-roofing, lap-siding or similar modifications.

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

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

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

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

7.7.3 If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of Home Owner.

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

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

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

8. LOT CARE

It shall be the responsibility of Resident to ensure that the lot is properly maintained. All lots must be maintained in compliance with all municipal, county and State building, housing and health codes. In the event any governmental agency shall impose a fine for failure of Resident to comply with the same, Resident shall be responsible for payment; and, in the event the Community pays the fine, Resident shall promptly reimburse Community Owner for the payment made on Resident's behalf.

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

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

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

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

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

8.2.5 Absences: Residents who are going to be absent from the Community for more than 2 weeks must notify Community Management as to what arrangements have been made for the necessary grounds care. Community Management reserves the right to do the necessary work at Resident's expense so that the lot will meet these Rules.

8.2.6 Watering: Sprinklers and hoses shall not be left running unattended. Excessive watering which causes draining into streets, carports, under homes or adjacent home sites, or otherwise causes run-off from Home Owner's home site is not permitted. Community Management may enter a home site and turn off the water in these

instances in order to protect the Community. Automatic lawn sprinkler systems must be approved by Community Management prior to installation and must be constructed in accordance with applicable government regulations after permits are obtained. Restricted watering days and/or hours may be required in compliance with directives from governing authorities; if so, such requirements will be posted in the Community and must be strictly observed.

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

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

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

8.5 Fencing: Approved fences must be constructed of uniform materials and in such a manner that the fences remain straight and plumb. Finished fences must appear to have been professionally installed and constructed. It is the sole responsibility of the home owner to provide proof of previous approval and date of installation. Any fence installed after January 1, 2022, without prior written permission of Community Management must be removed; failure to do so may result in eviction of the homeowner and the manufactured home pursuant to section 723.061, Florida Statutes. It is the sole responsibility of the home owner to provide proof of previous approval and date of installation.

The only fences that shall remain, as approved in writing prior to January 1, 2022, are the fences that create a complete enclosure including a locking entry gate. Further, the maximum height of any fence shall not exceed four (4) feet. Any fence must allow for unrestricted access to and from the lot for purposes of maintenance and repair services. All fences must have at least fifty (50) percent visibility. No fence can be closer than four (4) feet from any road. If a sidewalk exists, no fence can be closer than one (1) foot from the sidewalk. All fences must be properly maintained or they may be subject to removal. Community Owner reserves the right to require the repair, repainting, or removal of any fence deemed by Community Owner to be unsafe or unsightly. No unconnected fencing of any type, nor any raised structure or divider of any type the purpose of which is to divide, separate or distinguish one lot or area of a lot from another shall be allowed.

All fencing on a home site must be removed prior to the sale of the home to ensure that prospective buyers have clear understanding that no fence does or may exist on the home lot. When any fence is removed from the lot, the lawn area must be repaired and restored to the condition that existed prior to the fence being erected. Any fence must allow for unrestricted access to and from the lot for purposes of maintenance and repair services.

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

8.6.1 To maintain an attractive community, satellite dishes or broadcast TV antennas must be installed in an inconspicuous location on the rear of the home or in a location that is not visible from the street. If such placement sufficiently impairs the quality of reception, the dish or antenna may be installed on the home or home site in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest

extent feasible. However, due to concerns over possible damage to underground utilities, prior written approval from Community Management is required for the placement of a satellite dish or broadcast TV antenna on the home site. Home Owner is prohibited from installing satellite dishes or broadcast TV antennas outside Home Owner's home site.

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

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

8.8 Outdoor Equipment:

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

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

8.8.3 Swimming pools, lap pools, hot tubs, spas, saunas, water gardens, water fountains, or any similar personal property or improvements are prohibited, except for temporary "toddler" wading pools that are less than 5 feet in diameter and no more than 6 inches deep. Said approved "toddler" pools must be emptied and stored away in an acceptable location following each and every use, and may never be left unattended while containing any amount of water.

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

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

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

8.9 Outdoor Signage and Flags: Resident may not post "Beware of Dog" or "No Trespassing" type signs at the residential lot or on the home or in the windows of the home. Residents may display one portable, removable United States flag or official flag of the State of Florida, not larger than 4½ feet by 6 feet, in a respectful manner in or on their home. Residents may also display one portable, removable official flag, not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag in a respectful manner in or on their home. No other flags may be displayed on the home or in the yard.

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

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

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

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

9. GUESTS

9.1 All persons who are not specifically named in the Rental Agreement are considered as guests. A guest is a person whose stay does not exceed fifteen (15) consecutive days or thirty (30) total days per year. Such person(s) will be required to be approved for residency within the Community pursuant to the Rules and Regulations. Guests shall not be permitted to reside or stay in the Community in the absence of Resident.

9.2 Guests are entirely the responsibility of their resident hosts and must comply with Community Rules and Regulations. Guests who are unruly or who create disturbances will be asked to leave. If Community Management so requests, a guest must vacate the Community within 24 hours of delivery to Resident or the guest of a written demand to vacate. The Community facilities are primarily for the use and enjoyment of the residents. When conditions permit (when the use capacity has not been exceeded and the facility is not being used for private events) guests will be allowed to use the Community facilities; however, guests must be accompanied by the Resident host at all times.

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

10. VEHICLES AND PARKING

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

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

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

10.1.2 Motorcycles and mopeds which are properly registered and operated by a Resident with a valid operator's license will be permitted only as transportation on Community streets via the shortest route in and out of the Community. No recreational or joyriding will be permitted within the Community by Residents or guests. All permitted vehicles must have factory-type quiet mufflers. Prior to storing, parking and/or driving any motorcycles,

mopeds or motor scooters in the Community, it is Resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled.

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

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

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

10.2.1 Resident is permitted a total of two (2) vehicles per lot, provided there is adequate room on the driveway.

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

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

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

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

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

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

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

10.8 The building of boats in the Community is prohibited.

11. PETS

11.1 Prior written approval from Community Management must be obtained as to any animal which is to reside in the Community, and such written approval must be obtained and submitted prior to the time the pet is actually brought into the Community. No more than two (2) generally accepted domestic pets which have been approved and registered by the Community Manager are allowed per household. To be approved, the pet must be an inside pet and a true household pet. Community Management reserves the right to make decisions on pets on a case by case basis but shall not use this discretion to approve or grandfather a pet with a history of barking, attacking, growling, biting, other menacing behavior or any dog whose breed or breed mixture appears to be a dangerous breed as described in the Dog Rule below. Community Management can at any time terminate approvals granted for pets based upon incomplete, inaccurate, or changed information. Residents having more than two pets as of the effective date of these rules, will be allowed to keep them provided all pets are registered with Community Management within 30 days after such date. Such pets shall not be replaced over and above the maximum of two pets per household.

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

11.3 As part of the application, Resident shall submit to Community Management proof that the pet has a valid and current pet license (if a license is required by law), and that the pet has received all required vaccinations and inoculations. Resident shall also bring the pet to Community Management for a visual assessment. Annually, Resident shall be required to provide to Community Management proof of a current pet license and of vaccinations and/or inoculations as are required. This documentation shall be copied and presented to Community Management within 15 days of the renewal date of any pet license and/or vaccination and inoculation requirement.

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

11.5 Dogs

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

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

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

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

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

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

11.6 Cats

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

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

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

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

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

11.7 Birds

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

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

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

11.9 Residents shall hereby be liable for and shall defend, indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, agents, and assigns from all personal injury or property

damage caused by pets. In addition, Residents shall comply with all provisions of any rules, regulations and ordinances of any governmental authority or agency and the laws of the State with respect to dogs, cats and other pets.

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

11.11 Feeding of stray or wild animals is prohibited.

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

12. UTILITIES

12.1 Utility Hook-Ups: All electrical and plumbing hook-ups must be completed by licensed and Community approved service people. Any fees for installation or hook-up of utilities are the Home Owner's responsibility. Home Owner must determine the amperage requirements of his home, appliances, and equipment. If Home Owner's amperage requirement is not met, Home Owner shall bear the cost of replacing or upgrading the breakers, electrical wiring, and connections. It shall be Home Owner's sole responsibility to purchase the wire and required connecting device and to hire a duly licensed electrician for this installation. Home Owner must notify and cooperate with Community Management for the placement of the electrical components. Home Owner is responsible to Community Management and to the other home owners within the Community for any damage that arises from faulty wiring within the home, inadequate amperage, or improper installation of the electrical components.

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

13. GARBAGE AND TRASH DISPOSAL

13.1 All garbage must be wrapped and placed in the proper receptacles by the Resident and securely closed at all times. Until delivered by the Resident to the appropriate curbside location for pickup, any garbage or trash containers are to be placed behind the home in an appropriate trash receptacle in an area not visible from the street. Yard trash and cuttings must be put in plastic bags containing no trash. Limbs must be tied in bundles, none over 3 feet in length. Cardboard boxes must be broken down flat before placing in trash receptacles.

13.2 Items such as, but not limited to, sanitary napkins, condoms, metal, rubber, clothes, plastic, paper towels, fabric, grease, disposable diapers, tampons (including those labeled "flushable"), and the like are not to be disposed of in home or Community toilets or drains. Expenses of purging stoppages of sewer lines of such or similar foreign objects shall be the burden of the Resident who occupies the space from which the foreign object originated.

13.3 Residents are responsible for cleaning up any scattered or remaining residue resulting from trash collection and pickup. It is Resident's responsibility to remove any trash the service provider will not handle and dispose of same outside of the Community.

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

14. RESIDENT AND GUEST CONDUCT

14.1 Noise or conduct that Community Management finds objectionable, that disturbs the peaceful enjoyment of the Community by neighbors, or is deemed a nuisance to other Residents, that materially interferes with Community Management's operation of the Community or that constitutes a breach of the peace is prohibited. Loud noises, annoying parties, and abusive or profane language shall not be permitted at any time in the Community. Yelling, screaming, other noise-making, or the use of profanity outside the home or inside the home if audible outside the home, are not permitted in the Community. All Residents and their family members, invitees and guests must conduct themselves in an orderly fashion and must ensure that they behave in such a manner as not to annoy, disturb or interfere with other occupants of the Community. Residents are requested to keep noise levels from whatever source to a minimum. Written complaints filed with Community Management by Residents concerning noise or disturbances caused by another Resident or such Resident's guests shall be considered as evidence of a violation of these Rules.

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

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

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

14.5 No alcoholic beverages may be used or consumed on or in any common area of the Community. Smoking is not allowed in any Community structure.

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

14.7 Illegal drugs are strictly prohibited and will not be permitted.

14.8 The use or display of weapons in the Community by Resident(s), members of Resident's family or guests or invitees including, but not limited to, firearms, paint ball guns, air rifles, bows and arrows, slingshots, or any other type of weapon, is prohibited.

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

14.9.1 Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, anywhere in the Community. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance, as such term is defined by applicable laws.

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

14.9.3 Home Owner, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the lot with Home Owner's permission or consent, will not permit the home to be

used for, or facilitate criminal activity on or near the leased lot or otherwise, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

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

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

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

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

14.11 Residents and guests shall not loiter or wander on the streets of the Community between the hours of 10:00 p.m. and sunrise. The term "loiter" means to stand idly about, linger aimlessly, or stop in the course of a trip, journey, or errand. The term "wander" means to move about without a definite destination or purpose, to roam, rove, or stray, to stroll aimlessly, or move from place to place in an aimless or leisurely manner.

15. SOLICITING OR PEDDLING

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

16. BUSINESS

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

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

17. LAWS

Resident must comply with all obligations imposed on mobile home owners by applicable provisions of building, housing and health codes, and must obey all federal and state laws and local ordinances related to or concerning the health, safety or welfare of other Community residents.

18. COMMUNITY OWNER ACCESS TO HOME AND LOT

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

19. LIENS

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

20. COMPLAINTS AND NOTICES

All complaints to Community Management must be made in writing, signed and dated, and must be submitted to Community Management. If you have any complaints or recommendations, please discuss them with the Community Management. Avoid passing rumors on to others. Community Management is not responsible for delivery of personal notes or messages.

21. MAINTENANCE REQUESTS

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

22. USE AND OCCUPANCY

The residential lot shall be used solely for the purposes of placing a home thereon for the residential use and occupancy of Resident. Without prior written consent of Community Owner, the lot may not be occupied by more than 2 persons per bedroom.

23. LIABILITY FOR DAMAGES

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

asserted by any person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any Resident, member of Resident's household, or occupant of the lot, or of any guest or invitee of any Resident or occupant of the lot.

24. INSURANCE

Home Owners are responsible for obtaining and maintaining liability insurance; Home Owners' insurance; flood insurance; and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the home within this Community, or from occupancy of such home while it is in the Community. A copy of the declaration page from Home Owners' insurance policy shall be given to Community Management each year. Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a Home Owner's lot or within a Home Owner's home, or for reimbursement to the Home Owner for the loss of the home or personal property.

25. FLORIDA STATE LICENSE DECAL

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

26. GOVERNING LAW

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

27. SUBLEASING AND RENTING

27.1 No portion of the residential lot or home may be subleased, rented or leased by Home Owner without the prior written consent of Community Owner, which consent may be withheld, delayed or denied by Community Owner in its reasonable discretion. Without Community Owner's written consent, any such act shall be void and shall constitute a default by Home Owner under the Lease Agreement. Neither residential lot leases nor home leases are transferable. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of rents shall be deemed to be a waiver of this provision, or acceptance of the subtenant or occupant as a tenant, or a release of the Resident(s) from further performance by Resident(s) of the provisions of the Lease Agreement and these Rules.

27.2 When a third-party or tenant rental exception to the Home Owner-occupied rule above has been approved, all occupants of the home must be properly screened and approved for residency prior to their occupancy of the home, and each occupant or tenant over the age of eighteen must sign a copy of the Rules and Regulations. (See rule regarding Residency). A written agreement must be executed between Home Owner and Community Management regarding such third-party or tenant rental. Home Owner remains fully responsible to the Community for payments due under Home Owner's Lease Agreement. All third-party or tenant rentals are unauthorized unless prior written approval of Community Management is granted. Further, notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels Community Owner to do so, and Community Owner in its sole discretion may refuse to allow subletting at any time.

28. LEASE AGREEMENT TERMS AND CONDITIONS

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

29. ENFORCEMENT AND EVICTION

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

29.2 Compliance and enforcement of Rules and Regulations is a matter between Community Management and the offending Resident, and as such, no other home owner or resident has any right against Community Management relative to enforcement of the Rules and Regulations against another resident.

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

29.4 A home owner, tenant, occupant, or the home shall be subject to eviction in accordance with the procedures set forth in Chapter 723, Florida Statutes, and as amended. The grounds for eviction are summarized as follows:

29.4.1 nonpayment of lot rental amount;

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

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

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

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

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

30. WAIVER

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

31. SPECIAL EXCEPTIONS

Community Management reserves the exclusive, unrestricted right to grant special exceptions to these Rules when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Resident or Residents, so long as such

exception or waiver does not interfere with the general welfare, health and safety of the other Residents of the Community. For example, variances to these Rules may be granted by the Community Management due to space limitations, design considerations, in cases where the intent of a Rule or Regulation is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other Residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

32. SURVIVAL

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

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

EXECUTED this _____ day of _____, 20____.

_____/_____/_____
FIRST RESIDENT SIGNATURE

_____/_____/_____
SECOND RESIDENT SIGNATURE

_____/_____/_____
THIRD RESIDENT SIGNATURE

_____/_____/_____
FOURTH RESIDENT SIGNATURE

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

By: _____/_____/_____
COMMUNITY MANAGER

EXHIBIT C
MOBILE HOME PARK CLASSIFICATION - MH-1

Purpose and Intent

The purpose and intent of the MH-1 classification, is to provide areas for the use and development of mobile home parks.

Permitted Principal Uses and Structures

In the MH-1 classification, no premise shall be used except for the following uses and their customary accessory uses or structures.

Mobile Home Parks meeting the requirements of Section 809.00 and accessory laundry buildings, commissary, swimming pools and recreational facilities.

Essential Utility Services.

Excavations which do not require a permit under the Excavation Ordinance of Volusia County or those which comply with the Stormwater Management Ordinance or site plan review procedures of this Ordinance.

Home Occupations, Class A (Refer to 807.00)

Permitted Special Exceptions

Excavations only for lakes or stormwater retention ponds for which a permit is required by the Excavation Ordinance of Volusia County.

Mobile Home Sales accessory to a mobile home park.

Package Sewage Treatment Plants (Refer to Sections 016.00 and 817.00, J).

Public Uses.

Public Utility Uses and Structures (Refer to 817.00, A).

Dimensional Requirements for Mobile Home Park

Minimum Project Size - 10 acres
Maximum spaces Per Acres - 7

Minimum Mobile Home Space Size:

Space Area - 5,000 sq. ft.
Space Width - 50 ft.
Space Depth - 50 ft.

Minimum Yard Size:

Front Yard - 10 ft.
Rear Yard - 7 ½ ft.
Side Yard - Abutting any space - 7 1/2 ft.
Abutting any street - 10 ft.
Waterfront Yard - 20 ft.

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into on this _____ day of _____, 20____, by and between APPLGATE MOBILE HOME COMMUNITY, hereinafter referred to as LANDLORD, and _____ hereinafter referred to as TENANT.

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

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, excepting only base rent variations based upon a lot location and size.

It is specifically understood and agreed by and between the parties hereto that Chapter 723, Florida Statutes, governs this Rental Agreement.

Landlord hereby leases to Tenant for installation thereon of Tenant's mobile home the certain property described as Lot _____ Applegate Mobile Home Community to be occupied solely as a private dwelling only by Tenant and Tenant's family, consisting of _____ persons. In no event shall the total number of occupants exceed that permitted by this Agreement, Rules and Regulations of the Park, or applicable laws.

The term of this rental agreement shall commence on the _____ day of _____, 20____, and terminating on the _____ day of _____, 20____.

Tenant's Financial Obligations:

a. **BASE RENT.** \$ _____, per month, payable in advance on the first day of each month. All lot rental amount payments are payable to: APPLGATE MOBILE HOME COMMUNITY via one of the approved payment methods set forth in the Rules and Regulations, or at the address set forth in the "Notices and Demands" section of the prospectus.

b. SPECIAL USE FEES:

1. Entrance Fee: \$ _____.
2. Vehicle Storage Fee: \$ _____ per vehicle per month. Over two.
3. Pet Fee: \$ _____ per pet per month. Over one.
4. Additional Resident Fee: \$ _____ per month for each individual age 18 or older, in excess of the number of individuals permitted to reside in the mobile home pursuant to the rental agreement, who resides in the mobile home in excess of 15 consecutive days of 30 total days per year.
5. Late Payment Fee: \$ _____ if any portion of the lot rental amount is not received in full by the 5th day of the month.
6. Return Check Fee. \$ _____ per check returned by the resident's bank.
7. Pest Control Fee: \$ _____ per month.
8. Lawn Mowing Fee: \$ _____ per month.
9. Special Service Fee: \$ _____ per hour, but not less than \$ _____ per service call, for any repair, maintenance or service that is performed by the Park, but is the responsibility of the mobile home owner.

10. Installation Charge \$_____.

11. Special Assessments of any Governmental Entity: \$_____ per month.

12. Filing Fees and any other Charge or Imposition due to the Division and any other Governmental Entity: \$_____ per month.

13. Government Fee \$_____ per month for any improvements to the Park not existing on the delivery date and incurred due to requirements imposed by Federal, State, and local governments.

14. Replacement Utility Charges \$_____ per month for any utility or other service not provided or available to Park residents on the Delivery Date that replaces, in whole or in part, any utility or other service that is provided or available to Park residents on the Delivery Date.

Landlord

Tenant

Landlord

Tenant