

FLORIDA PUBLIC SERVICE COMMISSION

**INSTRUCTIONS FOR COMPLETING EXAMPLE
APPLICATION FOR ORIGINAL CERTIFICATE OF AUTHORIZATION
FOLLOWING RESCISSION OF JURISDICTION BY A COUNTY
(GRANDFATHER CERTIFICATE)**

**(Pursuant to Section 367.171, Florida Statutes, and
Rule 25-30.035, Florida Administrative Code)**

RECEIVED-POST
2026 MAY 21 PM 2:55
COMMISSION
CLERK

General Information

The attached form is an example application that may be completed by the applicant and filed with the Office of Commission Clerk to comply with Rule 25-30.035, Florida Administrative Code (F.A.C.). Any questions regarding this form should be directed to the Division of Engineering at (850) 413-6910.

Instructions

1. Fill out the attached application form completely and accurately.
2. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A." Do not leave any items blank.
3. Remit the proper filing fee pursuant to Rule 25-30.020, F.A.C., with the application.
4. The completed application and attached exhibits and the proper filing fee should be mailed to:

**Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850**

**APPLICATION FOR ORIGINAL CERTIFICATE FOLLOWING RESCISSION
OF JURISDICTION BY A COUNTY (GRANDFATHER CERTIFICATE)**

**(Pursuant to Section 367.171, Florida Statutes, and
Rule 25-30.035, Florida Administrative Code)**

To: **Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for original certificate(s) to operate a water and/or wastewater utility in Citrus County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

A) Contact Information for Utility. The utility's name, address, telephone number, Federal Employer Identification Number, and if applicable, fax number, e-mail address, and website address. The utility's name should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations:

<u>GCP Walden Woods One, LLC and GCP Walden Woods Two, LLC</u>		
Utility Name		
<u>7193 West Walden Woods Drive</u>		
Office Street Address		
<u>Homosassa</u>	<u>FL</u>	<u>34446</u>
City	State	Zip Code
<u>27777 Franklin Road Suite 300</u>		
Mailing Address (if different from Street Address)		
<u>Southfield</u>	<u>MI</u>	<u>48034</u>
City	State	Zip Code
<u>(352) 795-7603</u>	<u>() -</u>	
Phone Number	Fax Number	
<u>38-3144240</u>		
Federal Employer Identification Number		
<u>rscott2@suncommunities.com</u>		
E-Mail Address		

suncommunities.com/florida/walden-woods

Website Address

- B) The contact information of the authorized representative to contact concerning this application:

Paul Jarvis

Name

27777 Franklin Road Suite 300

Mailing Address

Southfield

MI

48034

City

State

Zip Code

(248) 327-8107

Phone Number

() -

Fax Number

pjarvis@suncommunities.com

E-Mail Address

- C) Indicate the nature of the utility's business organization (check one). Provide documentation from the Florida Department of State, Division of Corporations, showing the utility's business name and registration/document number for the business, unless operating as a sole proprietor.

Corporation

Number

Limited Liability

M10000004369;

Company

M10000004368

Partnership

Number

Limited Partnership

Number

Limited Liability

Number

Partnership

Number

Sole Proprietorship

Association

Other

(Specify)

If the utility is doing business under a fictitious name, provide documentation from the Florida Department of State, Division of Corporations showing the utility's fictitious name and registration number for the fictitious name.

Fictitious Name (d/b/a) _____
Registration Number

D) The name(s), address(es), and percentage of ownership of each entity or person which owns or will own more than 5 percent interest in the utility (use an additional sheet if necessary).

Sun Communities Operating Limited Partnership; 27777 Franklin Road Suite 300
Southfield Michigan 48034; 100% Ownership

PART II **GRANDFATHER CERTIFICATE**

A) DESCRIPTION OF SERVICE

1) Exhibit _____ - Provide a statement indicating whether the application is for water, wastewater, or both. If the applicant is applying only for water or wastewater, the statement shall include how the other service is provided.

This application is for both Wastewater and Water

2) Exhibit _____ - Provide the date the utility was established.

As-builts dated June 10th 2002. Acquisition date 1/1/2015

3) Exhibit _____ - Provide a description of the types of customers served, i.e., single family homes, mobile homes, duplexes, golf course clubhouse, or commercial.

We own WWI and WWT for a total of 426 sites. Additionally we service Walden Woods South with 236 homes. This is a total service area of 662 Manufactured Home Sites. Amenities: 2 pools & hot tubs, 2 shuffle board courts, 2 clubhouses w/ kitchens, 2 pickleball courts, putting green, tennis court and dog park.

4) Exhibit 1 - Provide a schedule showing the number of customers currently served, by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully developed.

B) TERRITORY DESCRIPTION, MAPS, AND FACILITIES

- 1) Exhibit 2-5 - Provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C. The utility must provide documentation of the territory the utility was serving, or was authorized to serve, from the county which had jurisdiction over the utility on the day Chapter 367, Florida Statutes, became applicable to the utility.
- 2) Exhibit 6-7 - Provide documentation of the utility's right to continued long-term use of the land upon which the utility treatment facilities are located. This documentation shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded long-term lease, such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided the applicant files a recorded copy within the time prescribed in the order granting the certificate.
- 3) Exhibit 8 - Provide a detailed system map showing existing and proposed lines and treatment facilities with the territory proposed to be served plotted thereon, consistent with the legal description provided in B-1 above. Any territory not served at the time of the application shall be specifically identified on the system map. The map shall be of sufficient scale and detail to enable correlation with the description of the territory proposed to be served.
- 4) Exhibit 9-13 - Provide an official county tax assessment map or other map showing township, range, and section with a scale such as 1"=200' or 1"=400', with the proposed territory plotted thereon, consistent with the legal description provided in B-1 above.
- 5) Exhibit 14(21 pages)-15(38 pages) - Provide a copy of all current permits from the Department of Environmental Protection (DEP) and the water management district.

C) PROPOSED TARIFF AND RATE INFORMATION

- 1) Exhibit 16-17 - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.035, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

- 2) Exhibit 18 - Provide documentation, or, if no documentation exists, a statement, specifying on what date and under what authority the current rates and charges were established.

Prospectus determined rates, 2 prospectuses for WWI and 5 for WWT. WWI Prospectus 1 - 26 pages, Exhibit 19, WWI Prospectus 2 - 27 pages, Exhibit 20; WWT Prospectus 1 - 31 pages, Exhibit 21, P2 - 32 pages, Exhibit 22, P3 - 31 pages, Exhibit 23, P4 - 29 pages, Exhibit 24, P5 - 29 pages, Exhibit 25.

PART III

SIGNATURE

Please sign and date the utility's completed application.

APPLICATION SUBMITTED
BY:



Applicant's Signature

Rebecca Scott

Applicant's Name (Printed)

Director MH Operations

Applicant's Title

5/18/2026

Date

Exhibit 1

Customer and Meter Inventory Summary

hook address: **7193 W. Walden Woods Drive, Homosassa, Florida 34446**

Residential Customers Served

The utility currently provides potable water service to **426 residential customers** located within the established service area. Each residential connection is individually metered.

Meter Inventory

All residential connections are served by **Sensus accuSTREAM residential water meters**, with meter sizes limited to:

- **5/8-inch meters**
- **3/4-inch meters**

No other meter sizes or manufacturers are utilized for residential service.

Additional Customers on Adjoining Land

In addition to the primary service area, the utility provides potable water service to **236 residential customers** located on **adjoining land not owned by the utility**. Service to these customers is provided through existing distribution facilities and long-standing operational arrangements.

Summary of Customers Served

- **Residential customers within service area: 426**
- **Residential customers on adjoining land: 236**
- **Total residential customers served: 662**

This schedule is submitted to document the number of residential customers served and the associated meter inventory. It is intended for use as a supporting exhibit in utility filings and regulatory reviews.

Prepared by: Becky Scott

Date: 3/31/2026

UTILITIES LEGEND:

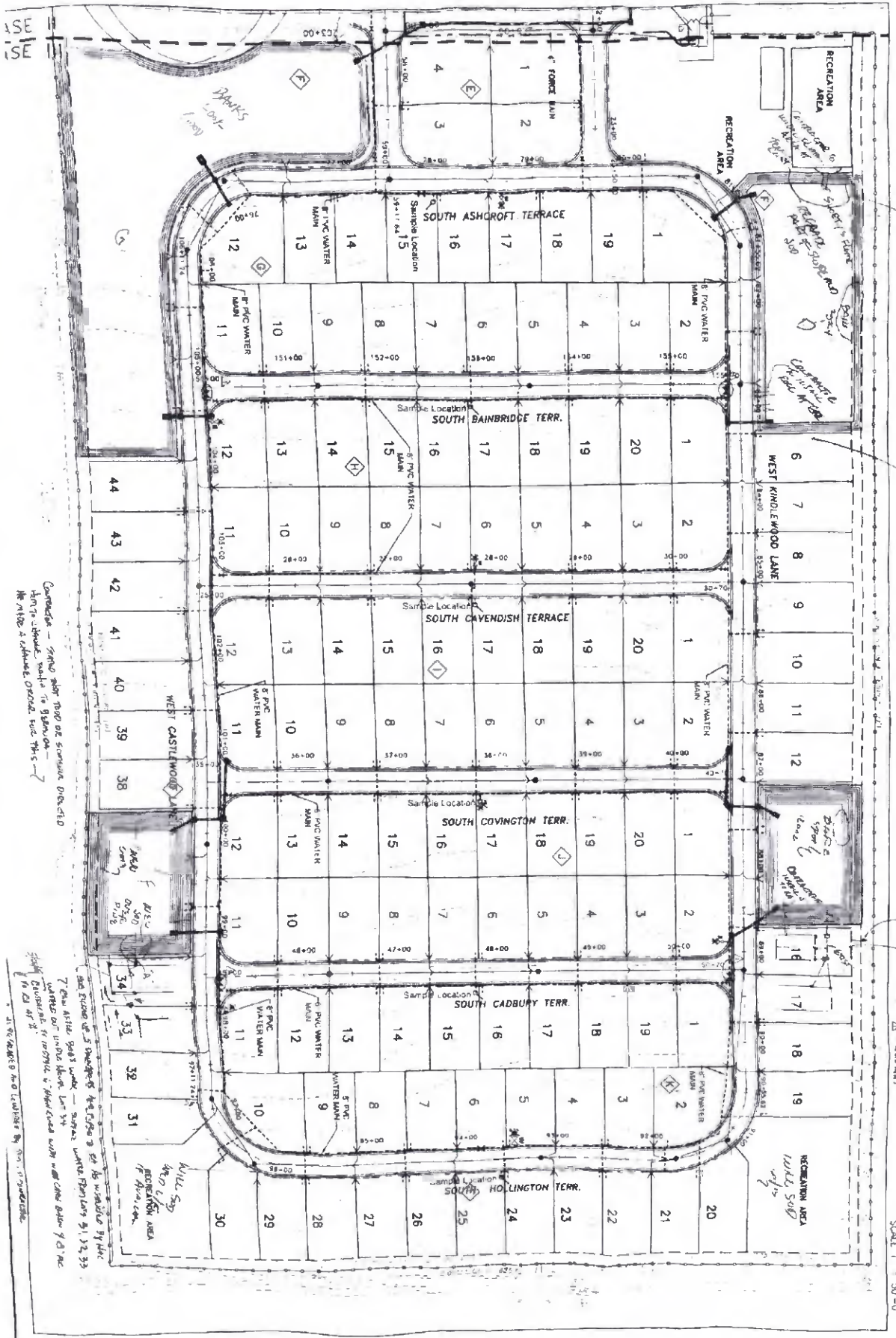
- WATER MAIN
- WATER SERVICE - 8" DIA.
- WATER SERVICE - 6" DIA.
- WATER SERVICE - 4" DIA.
- WATER SERVICE - 3" DIA.
- WATER SERVICE - 2" DIA.
- WATER SERVICE - 1" DIA.
- SANITARY MAIN
- SANITARY SERVICE - 8" DIA.
- SANITARY SERVICE - 6" DIA.
- SANITARY SERVICE - 4" DIA.
- SANITARY SERVICE - 3" DIA.
- SANITARY SERVICE - 2" DIA.
- SANITARY SERVICE - 1" DIA.

NOTE
SEE SHEET 7 FOR WATER SEWER
AND GENERAL NOTES

EXHIBIT 2

AS-BUILT

SCALE 1" = 50'-0"



Construction - Street after top of concrete directed
into the street, make to standard
the width of sidewalk. Detail see this - 7

7' from the east wall - some water fixtures 91, 92, 93
and 94 are 5' from the edge of the sidewalk
and 95 is 6' from the edge of the sidewalk
at the end of the sidewalk. See this - 7

Construction to be done
before the lot is
built. See this - 7
for details of the
construction.

MASTER WATER AND SEWER PLAN

DATE	STATE	DESCRIPTION
12/15/12	MD	AS-BUILT

UTILITIES LEGEND:

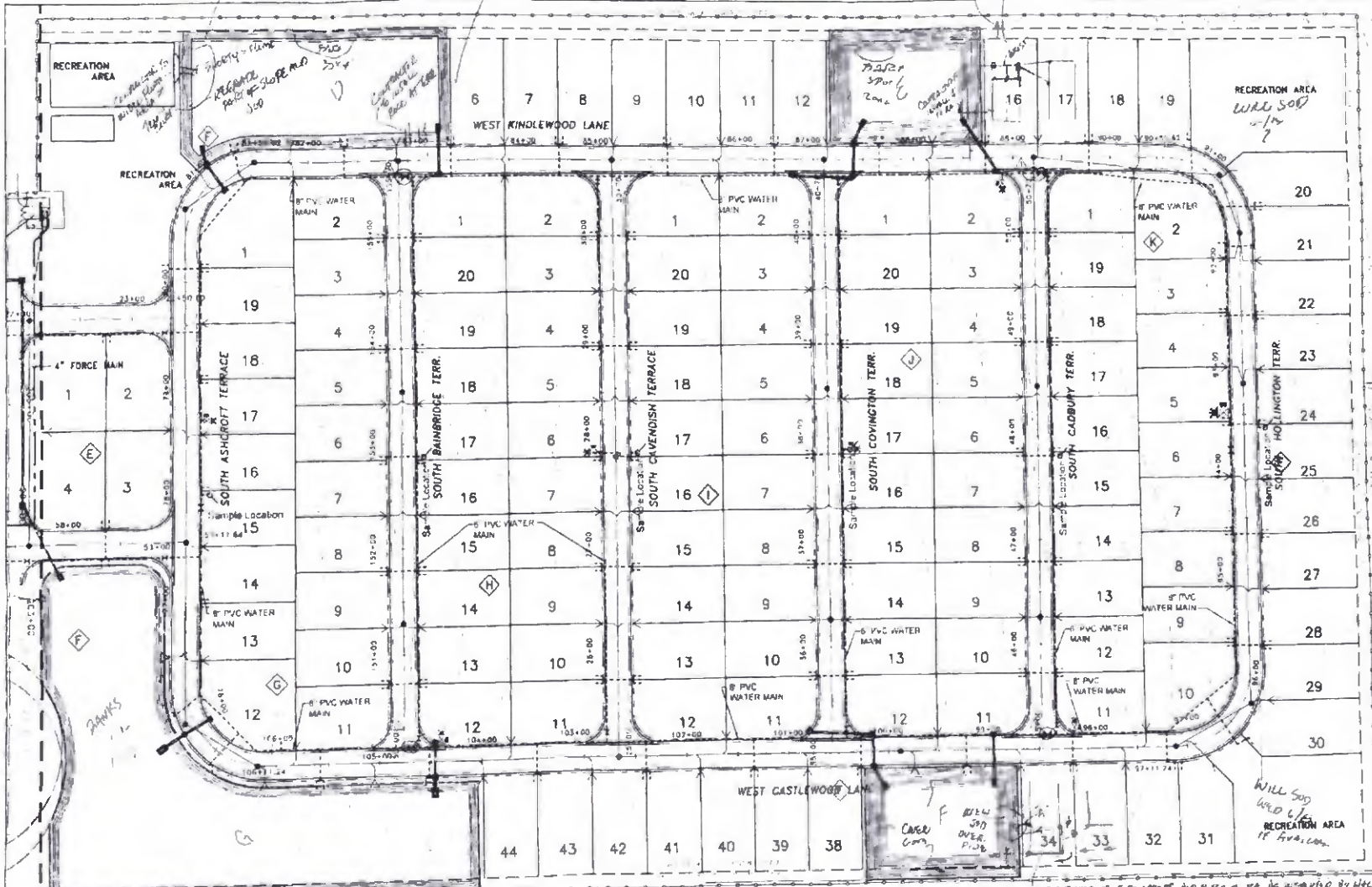
- WATER MAIN
- WATER SERVICE - DOUBLE
- WATER SERVICE - SINGLE
- WATER VALVE
- FIRE HYDRANT
- SANITARY MANHOLE
- SEWER SERVICE - DOUBLE
- SEWER SERVICE - SINGLE
- SANITARY SEWER MANHOLE

NOTE:
SEE SHEET 7 FOR WATER, SEWER
AND GENERAL NOTES

Exhibit 4

AS-BUILT

SCALE 1" = 50'-0"



PHASE
PHASE

Contractor - stated that TOD or someone directed
him to change route to Blomquist -
he made a change order for this -?

...was picked up 5 days ago and placed in set as required by the
7' dia. 10' deep. 50' dia. - several water from lots 31, 32, 33
was put out - 10' dia. 10' deep. Lot 34
...contractor to install 6" high curb with man cover 48" dia.
to be 4' x 4'

Lot 23 was 26' high and located on the site of recreation.

H. W. BARNHAU & ASSOCIATES, INC.
Civil - Environmental Engineers & Planners
2316 Southwood Drive, Suite 102, Ocala, FL 32677
Telephone: (352) 349-9174 • Fax: (352) 349-0832
Company of Florida, Inc. - License No. 158

MASTER WATER AND SEWER PLAN
WALDEN WOODS II
7162 WEST WALDEN WOODS DRIVE
HOMOSASSA, FLORIDA 34446

DATE	DESCRIPTION
11/22/00	ORIGINAL ISSUE
1/12/01	REV. SUBMITAL
1/12/01	AS BUILT

Project No. 0189-01

8

Sheet 8 of 25

Exhibit 5

WATER SYSTEM NOTES

1. ALL LOTS TO BE SERVED BY THIS SYSTEM SHALL BE SERVED BY THE SYSTEM SHOWN ON THIS PLAN.
2. THE SYSTEM SHALL BE DESIGNED TO SERVE THE ENTIRE LOT AREA.
3. THE SYSTEM SHALL BE DESIGNED TO SERVE THE ENTIRE LOT AREA.
4. THE SYSTEM SHALL BE DESIGNED TO SERVE THE ENTIRE LOT AREA.
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31. THE SYSTEM SHALL BE DESIGNED TO SERVE THE ENTIRE LOT AREA.

GENERAL NOTES

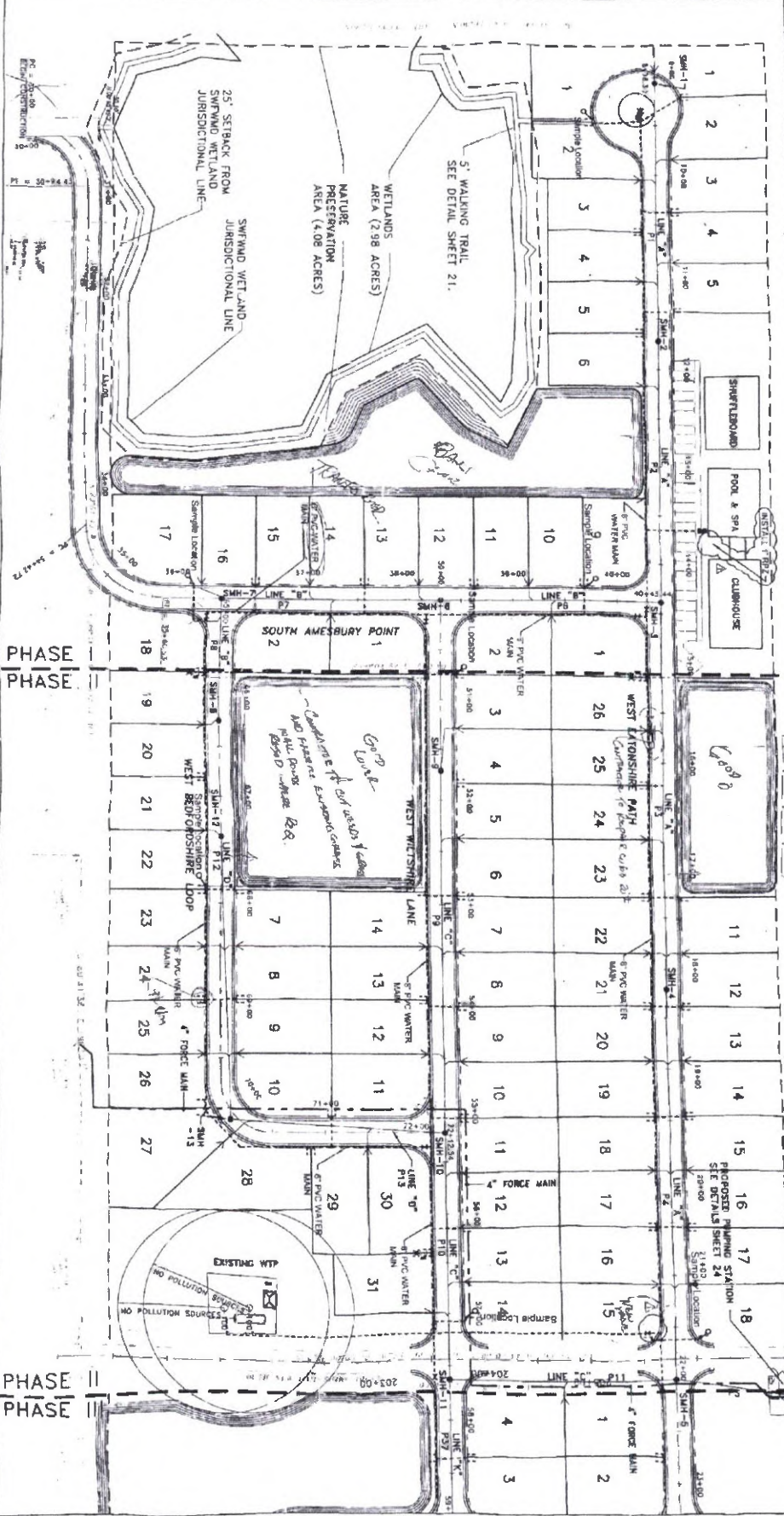
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31. THE SYSTEM SHALL BE DESIGNED TO SERVE THE ENTIRE LOT AREA.

UTILITIES LEGEND:

- 1. WATER MAIN
- 2. SANITARY SEWER
- 3. GAS MAIN
- 4. FIBER OPTIC
- 5. TELEPHONE
- 6. CABLE TV
- 7. POWER MAIN
- 8. RAILROAD
- 9. HIGHWAY
- 10. AIRPORT
- 11. CANAL
- 12. DRAINAGE CANAL
- 13. FLOOD CONTROL CANAL
- 14. IRRIGATION CANAL
- 15. OTHER

AS-BUILT

SCALE 1" = 50'-0"



REV	DATE	DESCRIPTION
01	06/02/02	INITIAL REVIEW
02	06/02/02	ADDENDUM #1
03	11/22/02	FOR SUBMITTAL
04	07/03/03	AS BUILT

MASTER WATER AND SEWER PLAN
WALDEN WOODS II
7162 WEST WALDEN WOODS DRIVE
HOMOSASSA, FLORIDA 34753

H.W. BARRIEAU & ASSOCIATES, INC.
 Civil • Environmental Engineers & Planners
 1321 Southwest 25th Loop, Suite 102, Ocala, FL 34471
 Telephone: (352) 840-0774 • Telefax: (352) 840-0732
 E-mail: hwb@hwbarriveau.com • Web: www.hwbarriveau.com



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 9, 2025

CT CORP

Exhibit 5 CONT

Qualification documents for WALDEN WOODS UTILITY LLC were filed on June 6, 2025, and assigned document number M25000008268. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please notify this office if the limited liability company address changes.

Should you have any questions regarding this matter, please contact this office at the address given below.

Tracy L Lemieux
Regulatory Specialist II
Registration Section
Division of Corporations

Letter Number: 725A00012371

Account number: I20160000072

Amount charged: 125.00

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Walden Woods Utility LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. Michigan (Jurisdiction under the law of which foreign limited liability company is organized)
3. N/A (FEI number, if applicable)

4. (Date first transacted business in Florida, if prior to registration. See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 27777 Franklin Road, Suite 300 (Street Address of Principal Office)
6. 27777 Franklin Road, Suite 300 (Mailing Address)

Southfield, MI 48034 Southfield, MI 48034

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

NRAI Services, Inc.

Name:

Office Address: 1200 South Pine Island Road

Plantation, Florida 33324
(City) (Zip code)

FILED
2025 JUN -6 PM 9:27
SECRETARY OF STATE
TALLAHASSEE, FL

Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

By: NRAI Services, Inc. (Registered agent's signature)

Stephanie Hencz

Stephanie Hencz, Assistant Secretary

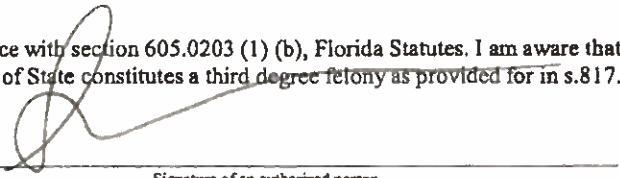
8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage [up to six (6) total]:

<u>Title or Capacity:</u>	<u>Name and Address:</u>	<u>Title or Capacity:</u>	<u>Name and Address:</u>
<input type="checkbox"/> Manager	Name: <u>GCP Smart Holding, LLC</u>	<input type="checkbox"/> Manager	Name: _____
<input checked="" type="checkbox"/> Member	Address: <u>27777 Franklin Road, Suite 300</u>	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized Person	<u>Southfield, MI 48034</u>	<input type="checkbox"/> Authorized Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Manager	Name: _____	<input type="checkbox"/> Manager	Name: _____
<input type="checkbox"/> Member	Address: _____	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized Person	_____	<input type="checkbox"/> Authorized Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Manager	Name: _____	<input type="checkbox"/> Manager	Name: _____
<input type="checkbox"/> Member	Address: _____	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized Person	_____	<input type="checkbox"/> Authorized Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

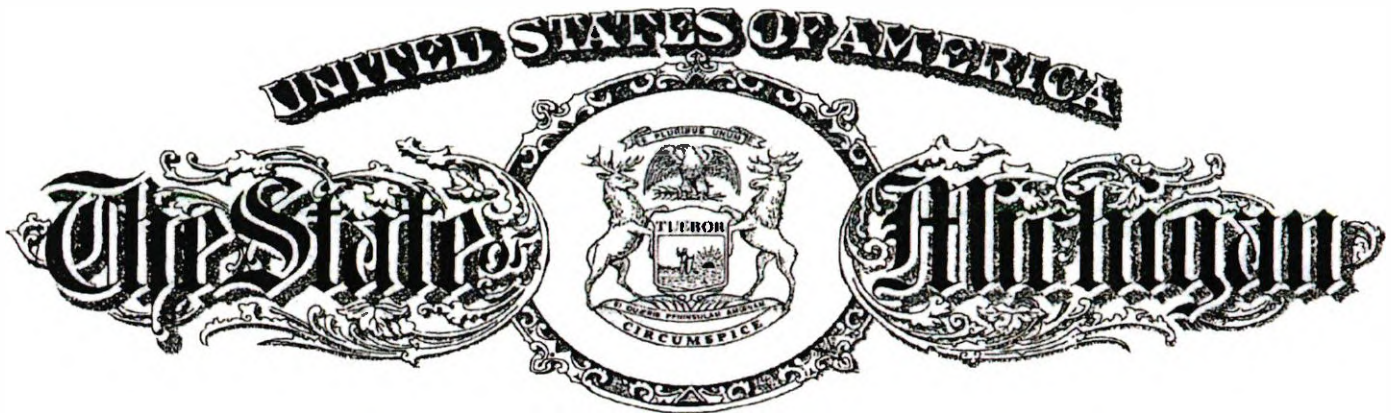
10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



Signature of an authorized person

Susan R. McMaster, Authorized Agent

Typed or printed name of signee



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That
WALDEN WOODS UTILITY LLC

was validly authorized on April 17, 2025, as a Michigan
DOMESTIC LIMITED LIABILITY COMPANY
and said limited liability company is validly in existence under the laws of this state and has satisfied its
annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is
in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 5th day of June, 2025.

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission
Certificate Number: 25060124905

Verify this certificate at URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

WALDEN WOODS

7193 W. Walden Woods Dr., Homosassa, Florida 34446

Exhibit 6

Wooded Area



- Existing Water Lines
- Proposed Water Lines
- Existing Sewer Lines
- Proposed Sewer Lines
- Force Main
- Lift Station
- Proposed Lift Station



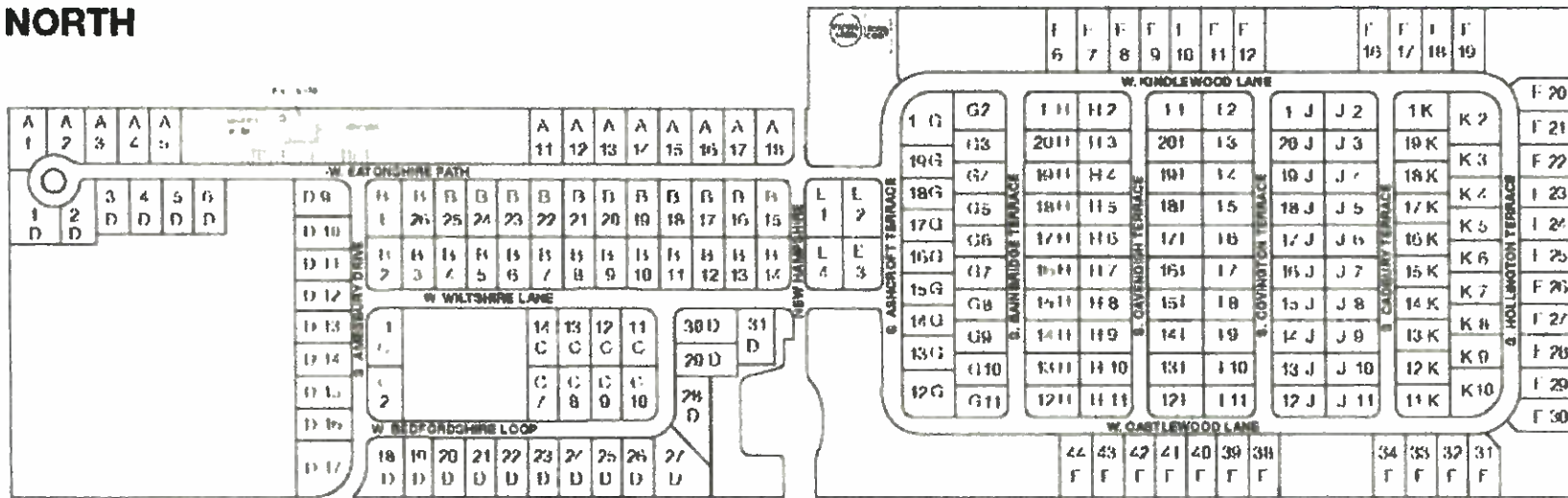
Water Treatment Plant

NOT TO
SYSTEM M

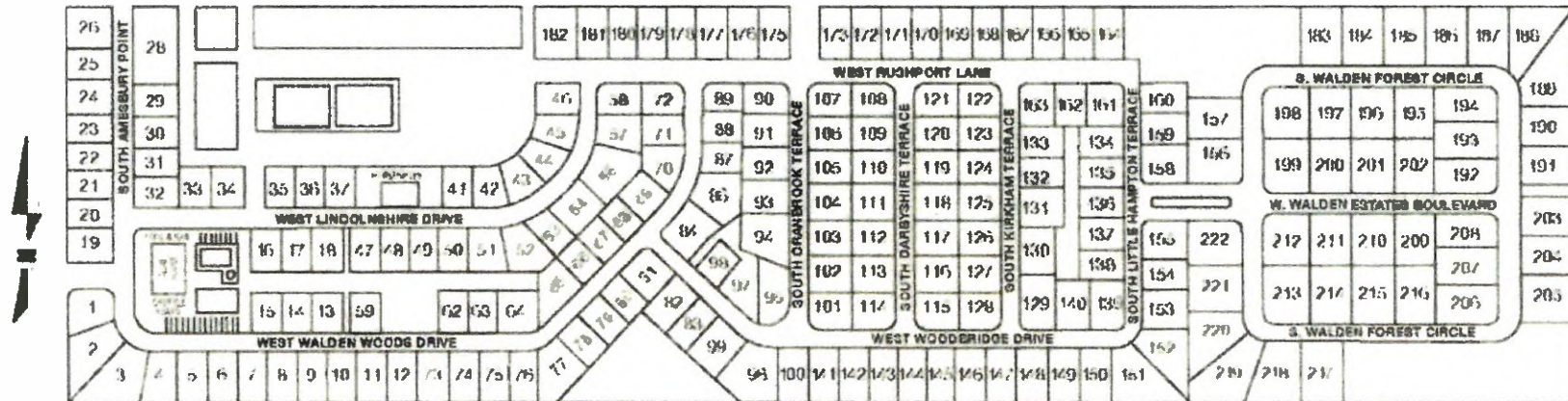


Exhibit b CONT

NORTH



LIMITED



7193 West Walden Woods Dr. • Homosassa, FL 34446
 (352) 382-5704 • www.waldenwoodsFL.com

5

Exhibit 7



2010055238 5 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: \$44.00
DOCUMENTARY TAX: \$70,210.00
2010055238 BK:2393 PG:1116
12/16/2010 01:47 PM 5 PGS
JCARROLL,DC Receipt #044805

This Instrument Prepared By
and Return To:
Michael E. Workman, Esquire
Clark, Campbell, Mawhinney & Lancaster, P.A.
500 South Florida Avenue, Suite 800
Lakeland, Florida 33801

Tax Parcel Number: 3132633

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 14th day of December, 2010, made by WALDEN WOODS, LTD., a Florida limited partnership, whose address is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801, hereinafter called the Grantor, to GCP WALDEN WOODS ONE, LLC, a Delaware limited liability company, whose address is 560 Oakwood Avenue, Suite 100, Lake Forest, Illinois 60045, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) and other valuable consideration, receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and conforms unto the Grantee, all that certain land situate in Citrus County, Florida, viz (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the Property, subject to the matters shown on Exhibit "B" attached hereto (the "Permitted Exceptions"), unto the Grantee and the Grantee's successors and assigns in fee simple forever.

The Grantor covenants that the Grantor is lawfully seized of the Property in fee simple and that the Grantor has good right and lawful authority to convey the Property. Grantor does hereby warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other, subject to the Permitted Exceptions.

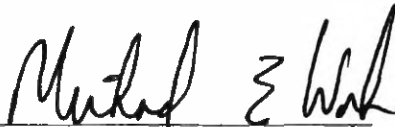
[SIGNATURE PAGE FOLLOWS]

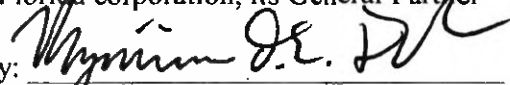
IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.


Signed, sealed and delivered
In our presence:

WALDEN WOODS, LTD.,
a Florida limited partnership

By: Century Realty Funds, Inc.,
a Florida corporation, its General Partner


Name: Michael E. Workman
Witness #1

By: 
Benjamin D. E. Falk, its Vice President


Name Michael J. Kincart
Witness #2

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Benjamin D.E. Falk, the Vice President of Century Realty Funds, Inc., a Florida corporation, the general partner of Walden Woods, Ltd., a Florida limited partnership, to me personally known or known to me by evidence of identification of _____ to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of December, 2010.



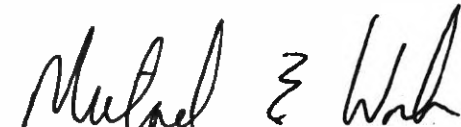

Printed Name: _____
Notary Public
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

The Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 20 South, Range 18 East.

AND:

The South 330 feet of that part of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 20 South, Range 17 East, lying East of U.S. Highway No. 19 AND the South 1/2 of the Southwest 1/4 of the Southwest 1/4 AND the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 20 South, Range 18 East.

AND

A parcel of land reserved for a water treatment plant, being more particularly described as follows:

Commence at the Southwest corner of Section 30, Township 20 South, Range 18 East; thence North 00° 02'01" West, a distance of 664.25 feet; thence South 89° 51'45" East, a distance of 1307.79 feet; thence North 00° 04'17" East, a distance of 103.07 feet to the point of beginning; thence South 88° 41'07" West, a distance of 64.27 feet; thence North 02° 03'10" East, a distance of 69.45 feet; thence South 87° 14'15" East, a distance of 61.92 feet; thence South 00° 04'17" West, a distance of 64.95 feet to the point of beginning.

LESS AND EXCEPT:

An undivided 1/2 interest in and to the following described property:

Commence at the Southwest corner of Section 30, Township 20 South, Range 18 East; thence N. 00° 02'01" W. a distance of 664.25 feet; thence S. 89° 51'45" E. a distance of 1307.79 feet; thence N. 00° 04'17" E. a distance of 103.07 feet to the Point of Beginning; thence S. 88° 41'07" W. a distance of 64.27 feet; thence N. 02° 03'10" E. a distance of 69.45 feet; thence S. 87° 14'15" E. a distance of 61.92 feet; thence S. 00° 04'17" W. a distance of 64.95 feet to the Point of Beginning.

ALSO LESS AND EXCEPT:

An undivided 1/2 interest in and to the following described property:

Commence at the S.W. corner of the North 1/2 of the S.W. 1/4 of the S.W. 1/4 of Section 30, Township 20 South, Range 18 East; thence S. 00° 00'47" E. a distance of 121.81 feet; thence S. 89° 51'45" E. a distance of 263.08 feet to the Point of Beginning; thence S. 89° 51'45" E. a distance of 60.00 feet; thence N. 00° 08'15" E. a distance of 5.81 feet; thence S. 89° 51'45" E. a distance of 337.44 feet; thence S. 00° 08'15" W. a distance of 98.06 feet; thence N. 89° 51'45" W. a distance of 337.27 feet; thence N. 00° 08'15" E. a distance of 28.37 feet; thence N. 89° 51'45" a distance of 46.32 feet; thence N. 00° 08'15" E. a distance of 28.37 feet; thence N. 89° 51'45" W. a distance of 13.84 feet; thence N. 00° 08'15" E. a distance of 35.50 feet to the Point of Beginning.

All of the foregoing lying and being situate in Citrus County, Florida.

EXHIBIT "B"

1. Taxes and assessments for the year 2011 and subsequent years, which are not yet due and payable.
2. The insured land shall not include any mobile home or manufactured housing unit which may be affixed to the land unless, as of the effective date hereof, the mobile home or manufactured housing unit is so affixed to the land as to be part of the real property under the terms of the policy and laws of the State of Florida.
3. Easement in favor of United Telephone Company of Florida recorded in Official Records Book 634, Page 14, Public Records of Citrus County, Florida.
4. Easement for Right-of-Way in favor of Withlacoochee River Electric Cooperative recorded in Official Records Book 786, Page 1486, Public Records of Citrus County, Florida.
5. Easement for Ingress and Egress to maintain a drinking water facility, recorded in Official Records Book 1537, Page 1649, Public Records of Citrus County, Florida.
6. Easement for Ingress and Egress recorded in Official Records Book 1545, Page 1431, Public Records of Citrus County, Florida.
7. Easement and Maintenance Agreement recorded in Official Records Book 1770, Page 2147, and Amendment to Easement and Maintenance Agreement recorded in Official Records Book 2262, Page 2364, Public Records of Citrus County, Florida.
8. Access Easement Agreement for the benefit of Walden Woods III, Ltd., a Florida limited partnership, recorded contemporaneously herewith.
9. Easement Agreement for the benefit of Walden Woods III, Ltd., a Florida limited partnership, regarding potable water and collection of waste water, recorded contemporaneously herewith.
10. Right of the parties in possession as shown on the current rent roll to be attached as Exhibit "B" to the title policies to be issued, under unrecorded leases as tenants only, together with any parties in possession claiming by, through or under said tenants, including the rights of mobile home owners leasing lots pursuant to Chapter 723, Florida Statutes, with no right or option to purchase except that certain statutory limited right of first refusal pursuant to 723.071, F.S.
11. Mortgage and Security Agreement from Walden Woods, LTD., a Florida limited partnership to New South Federal Savings Bank recorded in Official Records Book 1397, Page 269, Scrivener's Affidavit recorded in Official Records Book 1403, Page 888, and that certain Amendment and Restatement of Mortgage and Security Agreement recorded in Official Records Book 1537, Page 1657, and that certain Second Amendment and Restatement of Mortgage and Security Agreement recorded in Official Records Book 2191, Page 2094; together with that certain Absolute Assignment of Leases and Rents recorded Official Records Book 2191, Page 2120; together with that certain Consent to Sale by and between GCP Walden Woods One, LLC, a Delaware limited liability company and The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, recorded contemporaneously herewith.

12. First Amendment to Second Amendment and Restatement of Mortgage and Security Agreement by and between GCP Walden Woods Two, LLC, a Delaware limited liability company, and The Northwestern Mutual Life Insurance Company, Inc., a Wisconsin corporation, recorded contemporaneously herewith.
13. First Amendment to Absolute Assignment of Leases and Rents by and between GCP Walden Woods Two, LLC, a Delaware limited liability company and The Northwestern Mutual Life Insurance Company, Inc., a Wisconsin corporation, recorded contemporaneously herewith.
14. UCC-1 Financing Statement recorded in Official Records Book 2191, Page 2135, as amended by that certain UCC-3 Amendment filed contemporaneously herewith.

④

Exhibit 7 CONT



2010055231 7 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: \$61.00
DOCUMENTARY TAX: \$73,500.00
2010055231 BK:2393 PG:1076
12/16/2010 01:47 PM 7 PGS
JCARROLL, DC Receipt #044805

This Instrument Prepared By
and Return To:
Michael E. Workman, Esquire
Clark, Campbell, Mawhinney & Lancaster, P.A.
500 South Florida Avenue, Suite 800
Lakeland, Florida 33801

Tax Parcel Number: 3132657

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 14th day of December, 2010, made by WALDEN WOODS II, LTD., a Florida limited partnership, whose address is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801, hereinafter called the Grantor, to GCP WALDEN WOODS TWO, LLC, a Delaware limited liability company, whose address is 560 Oakwood Avenue, Suite 100, Lake Forest, Illinois 60045, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) and other valuable consideration, receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and conforms unto the Grantee, all that certain land situate in Citrus County, Florida, viz (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the Property, subject to the matters shown on Exhibit "B" attached hereto (the "Permitted Exceptions"), unto the Grantee and the Grantee's successors and assigns in fee simple forever.

The Grantor covenants that the Grantor is lawfully seized of the Property in fee simple and that the Grantor has good right and lawful authority to convey the Property. Grantor does hereby warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other, subject to the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
In our presence:

WALDEN WOODS II, LTD.,
a Florida limited partnership

By: Century Properties, LLC,
a Florida limited liability company,
its General Partner

By: *Benjamin D. E. Falk*
Benjamin D. E. Falk, its Vice President

Michael E. Workman
Name: Michael E. Workman
Witness #1

Michael S. Kincart
Name Michael S. Kincart
Witness #2

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Benjamin D.E. Falk, the Vice President of Century Properties, LLC, a Florida limited liability company, the general partner of Walden Woods II, Ltd., a Florida limited partnership, to me personally known or known to me by evidence of identification of _____ to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed.

5 WITNESS my hand and official seal in the County and State last aforesaid this day of December, 2010.



Michael E. Workman
Printed Name: _____
Notary Public
State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Tract 7 of Unrecorded Subdivision more particularly described as follows: Beginning at the SW corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 20 South, Range 18 East, go thence North along the said West line of Section 30 a distance of 660.0 feet; thence South 89 degrees 51 minutes 45 seconds East a distance of 1333.96 feet; thence South 00 degrees 05 minutes 30 seconds West a distance of 660.0 feet; thence North 89 degrees 51 minutes 45 seconds West a distance of 1332.89 feet to the Point of Beginning. EXCEPT the Easterly 25.00 feet thereof to be used for road right of way purposes.

EXCEPT the following described Parcel: Commence at the Southwest corner of Section 30, Township 20 South, Range 18 East; thence North 00 degrees 02 minutes 01 seconds W., a distance of 664.25 feet; thence S. 89 degrees 51 minutes 45 seconds E., a distance of 1307.64 feet; thence North 00 degrees 04 minutes 17 seconds E., a distance of 103.07 feet to the Point of Beginning; thence South 88 degrees 41 minutes 07 seconds W., a distance of 64.27 feet; thence North 02 degrees 03 minutes 10 seconds E., a distance of 69.45 feet; thence South 87 degrees 14 minutes 15 seconds E., a distance of 61.92 feet; thence South 00 degrees 04 minutes 17 seconds W., a distance of 64.95 feet to the Point of Beginning. Above described parcel being situate in Citrus County, Florida,

PARCEL 2:

Tract 8 of an unrecorded subdivision, more particularly described as follows:

Beginning at the Southeast corner of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 20 South, Range 18 East, go thence N. 00 degrees 11 minutes 30 seconds E. along the East line of the Southwest 1/4 of Section 30, a distance of 660.00 feet; thence N. 89 degrees 51 minutes 45 seconds W. a distance of 1333.96 feet; thence S. 00 degrees 05 minutes 30 seconds W. a distance of 660.00 feet; thence S. 89 degrees 51 minutes 45 seconds E, a distance of 1332.89 feet to the Point of Beginning. EXCEPT the Westerly 25.00 feet thereof to be used for road right of way purposes.

PARCEL 3:

The South 165.00 feet of Tract 9, of an unrecorded subdivision, being more particularly described as follows:

Commencing at the Southeast corner of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 20 South, Range 18 East, go thence N. 00 degrees 11 minutes 30 seconds E. along the East line of the Southwest 1/4 of Section 30, a distance of 660.00 feet to the Point of Beginning; continue thence N. 00 degrees 11 minutes 30 seconds E. along the said East line of the Southwest 1/4 of Section 30, a distance of 660.00 feet; thence N. 89 degrees 51 minutes 45 seconds W. a distance of 1335.02 feet; thence S. 00 degrees 05 minutes 30 seconds W. a distance of 660.00

feet; thence S. 89 degrees 51 minutes 45 seconds E. a distance of 1333.96 feet to the Point of Beginning. EXCEPT the Westerly 25.00 feet thereof to be used for road right of way purposes according to the public records of Citrus County, Florida.

PARCEL 4:

An undivided 1/2 interest in and to the following described property:

Commence at the Southwest corner of Section 30, Township 20 South, Range 18 East; thence N. 00 degrees 02 minutes 01 seconds W, a distance of 664.25 feet thence S. 89 degrees 51 minutes 45 seconds E. a distance of 1307.79 feet; thence N. 00 degrees 04 minutes 17 seconds E. a distance of 103.07 feet to the Point of Beginning; thence S. 88 degrees 41 minutes 07 seconds W, a distance of 64.27 feet; thence N. 02. degrees 03 minutes 10 seconds E. a distance of 69.45 feet; thence S. 87 degrees 14 minutes 15 seconds E. a distance of 61.92 feet; thence S. 00 degrees 04 minutes 17 seconds W. a distance of 64.95 feet to the Point of Beginning.

PARCEL 5:

An undivided 1/2 interest in and to the following described property:

Commence at the S.W. corner of the North 1/2 of the S.W. 1/4 of the S.W. 1/4 of Section 30, Township 20 South, Range 18 East; thence S. 00 degrees 00 minutes 47 seconds E. a distance of 121.81 feet; thence S. 89 degrees 51 minutes 45 seconds E. a distance of 263.08 feet to the Point of Beginning; thence S. 89 degrees 51 minutes 45 seconds E. a distance of 60.00 feet; thence N. 00 degrees 08 minutes 15 seconds E. a distance of 5.81 feet; thence S. 89 degrees 51 minutes 45 seconds E. a distance of 337.44 feet; thence S. 00 degrees 08 minutes 15 seconds W, a distance of 98.06 feet; thence N. 89 degrees 51 minutes 45 seconds W. a distance of 337.27 feet; thence N. 00 degrees 08 minutes 15 seconds E. a distance of 28.37 feet; thence N. 89 degrees 51 minutes 45 seconds W. a distance of 46.32 feet; thence N. 00 degrees 08 minutes 15 seconds E. a distance of 28.37 feet; thence N. 89 degrees 51 minutes 45 seconds W. a distance of 13.84 feet; thence N. 00 degrees 08 minutes 15 seconds E. a distance of 35.50 feet to the Point of Beginning.

PARCEL 6:

Perpetual Easement for Ingress and Egress for the benefit of Parcels 1, 2 and 3 above as created by and set forth in that certain Easement for Ingress and Egress by and between Walden Woods, Ltd., a Florida limited partnership and Walden Woods, II, Ltd., a Florida Limited Partnership recorded in Official Records Book 1545, Page 1431 of the Public Records of Citrus County, Florida, for the purpose of Ingress and Egress to Highway 19 over and across the land commonly known as Walden Woods Mobile Home Park and more particularly described in Exhibit "A" attached thereto and made a part thereof.

PARCEL 7:

Perpetual Easement for the benefit of Parcels 1, 2 and 3 above as created by and set forth in that certain Easement and Maintenance Agreement by and between Walden Woods, Ltd., a Florida

limited partnership and Walden Woods, II, Ltd., a Florida limited partnership recorded in Official Records Book 1770, Page 2147 of the Public Records of Citrus County, Florida, for the purpose of Ingress and Egress to Highway 19 for the development and use of the Grantee Community as a mobile home community over and across presently or hereafter constructed roadways and common areas as described on Exhibit "B" attached thereto and made a part thereof.

PARCEL 8:

Perpetual Easement for the benefit of Parcels 1, 2, 3, 4 and 5 above as created by and set forth in that certain Easement and Maintenance Agreement by and between Walden Woods, Ltd., a Florida limited partnership and Walden Woods, II, Ltd., a Florida limited partnership recorded in Official Records Book 1770, Page 2147 of the Public Records of Citrus County, Florida, for the purpose of use of and access to 1/2 interest in the Waste Water Treatment Plant and access to the Waste Water Treatment Plant AND use of and access to 1/2 interest in the Potable Water Treatment Plant, the lands described an Exhibit "C" and "D" attached thereto and made a part thereof.

EXHIBIT "B"

1. Taxes and assessments for the year 2011 and subsequent years, which are not yet due and payable.
2. The insured land shall not include any mobile home or manufactured housing unit which maybe affixed to the land unless, as of the effective date hereof, the mobile home or manufactured housing unit is so affixed to the land as to be part of the real property under the terms of the policy and laws of the State of Florida.
3. Easement in favor of United Telephone Company of Florida recorded in Official Records Book 634, Page 14, Public Records of Citrus County, Florida.
4. Easement for Right-of-Way in favor of Withlacoochee River Electric Cooperative recorded in Official Records Book 786, Page 1486, Public Records of Citrus County, Florida.
5. Easement for Ingress and Egress recorded in Official Records Book 1537, Page 1649, Public Records of Citrus County, Florida.
6. Easement for Ingress and Egress recorded in Official Records Book 1545, Page 1431, Public Records of Citrus County, Florida.
7. Resolution No. 2002-288 recorded in Official Records Book 1559, Page 568, Public Records of Citrus County, Florida.
8. Easement and Maintenance Agreement recorded in Official Records Book 1770, Page 2147, and Amendment to Easement and Maintenance Agreement recorded in Official Records Book 2262, Page 2364, Public Records of Citrus County, Florida.
9. Easement Agreement for the benefit of Walden Woods III, Ltd., a Florida limited partnership, regarding potable water and collection of waste water, recorded contemporaneously herewith
10. Right of the parties in possession as shown on the current rent roll to be attached as Exhibit "B" to the title policies to be issued, under unrecorded leases as tenants only, together with any parties in possession claiming by, through or under said tenants, including the rights of mobile home owners leasing lots pursuant to Chapter 723, Florida Statutes, with no right or option to purchase except that certain statutory limited right of first refusal pursuant to 723.071, F.S.

11. Multifamily Mortgage, Assignment of Rents and Security Agreement from Walden Woods II, Ltd., a Florida limited partnership, to Grandbridge Real Estate Capital LLC, a North Carolina limited liability company recorded in Official Records Book 2262, Page 2393, and assigned to Fannie Mae by assignment recorded in Official Records Book 2262, Page 2447; together with that certain Assumption and Release Agreement by and between Walden Woods II, Ltd., a Florida limited partnership ("Transferor"), Lawrence W. Maxwell, an individual and Century Realty Funds, Inc. (the "Key Principal Parties"), GCP Walden Woods Two, LLC, a Delaware limited liability company ("Transferee"), GCP REIT II, a Maryland real estate investment trust (the "New Key Principal") and Fannie Mae, recorded contemporaneously herewith

12. UCC-1 Financing Statement recorded in Official Records Book 2263, Page 1, as amended by that certain UCC-3 Amendment filed contemporaneously herewith

WALDEN WOODS

7193 W. Walden Woods Dr., Homosassa, Florida 34446

EXHIBIT 8

Wooded Area

Force Main to
Wastewater Plant

Pond

Pond

Existing
Lift Station

Proposed
Lift Station

Pond

To SR

Existing
Lift Station

- Existing Water Lines
- Proposed Water Lines
- Existing Sewer Lines
- Proposed Sewer Lines
- Force Main
- Lift Station
- Proposed Lift Station

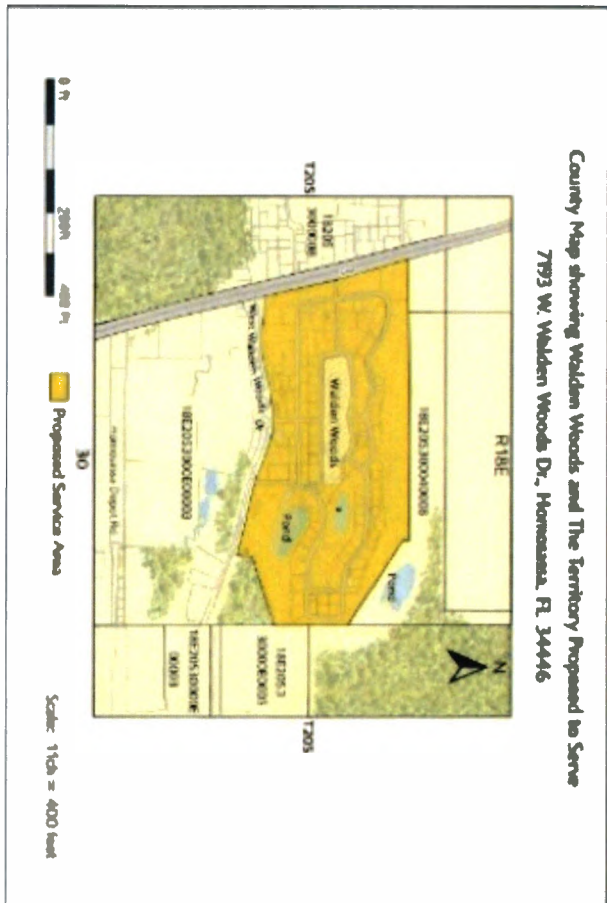


Water Treatment Plant

NOT TO
SYSTEM M

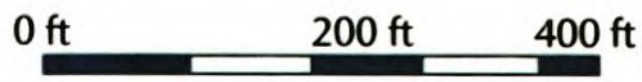
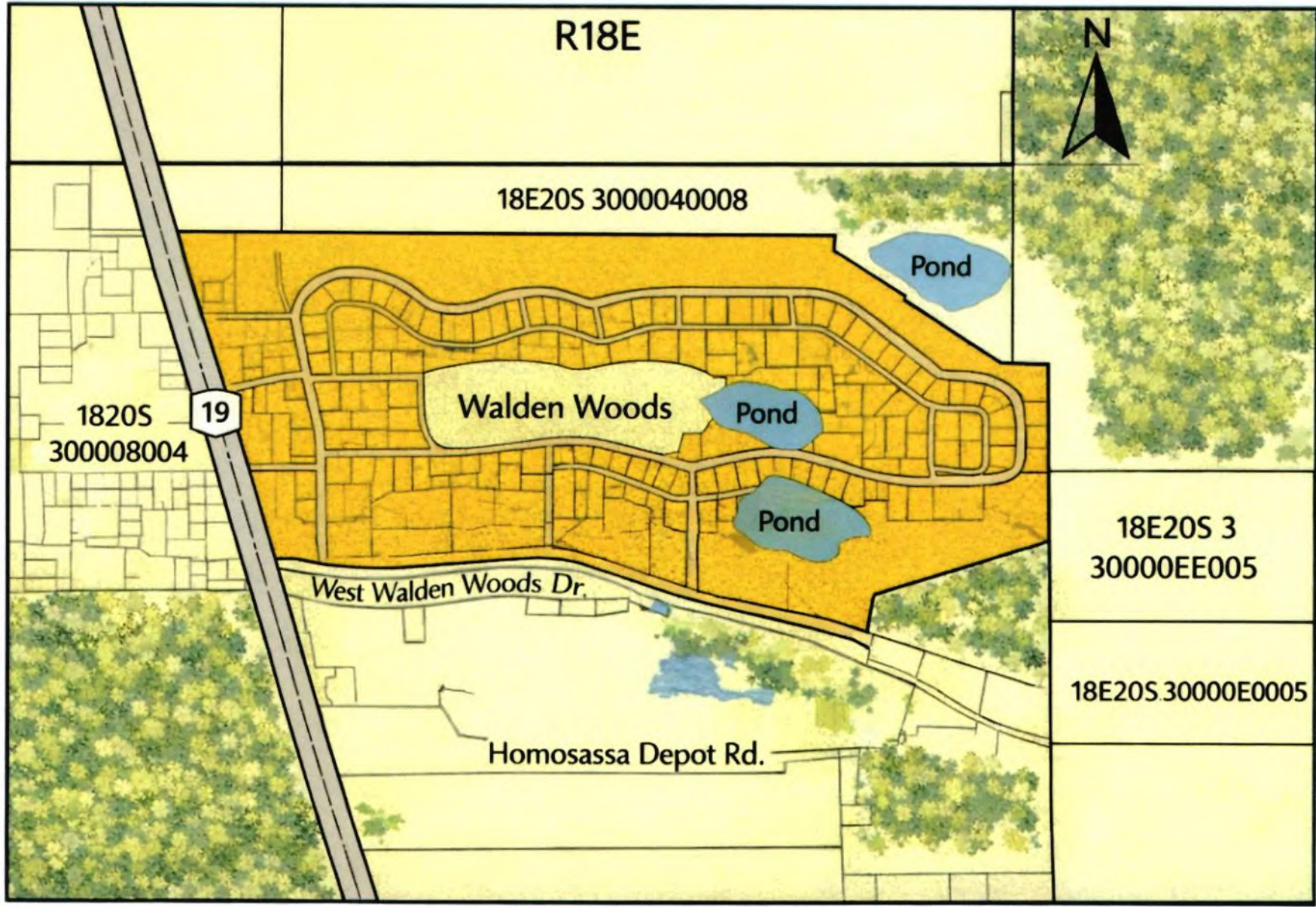
EXHIBIT 9

County Map showing Walden Woods and The Territory Proposed to Serve
7893 W. Walden Woods Dr., Homosassa, FL 34446



County Map showing Walden Woods and The Territory Proposed to Serve
7193 W. Walden Woods Dr., Homosassa, FL 34446

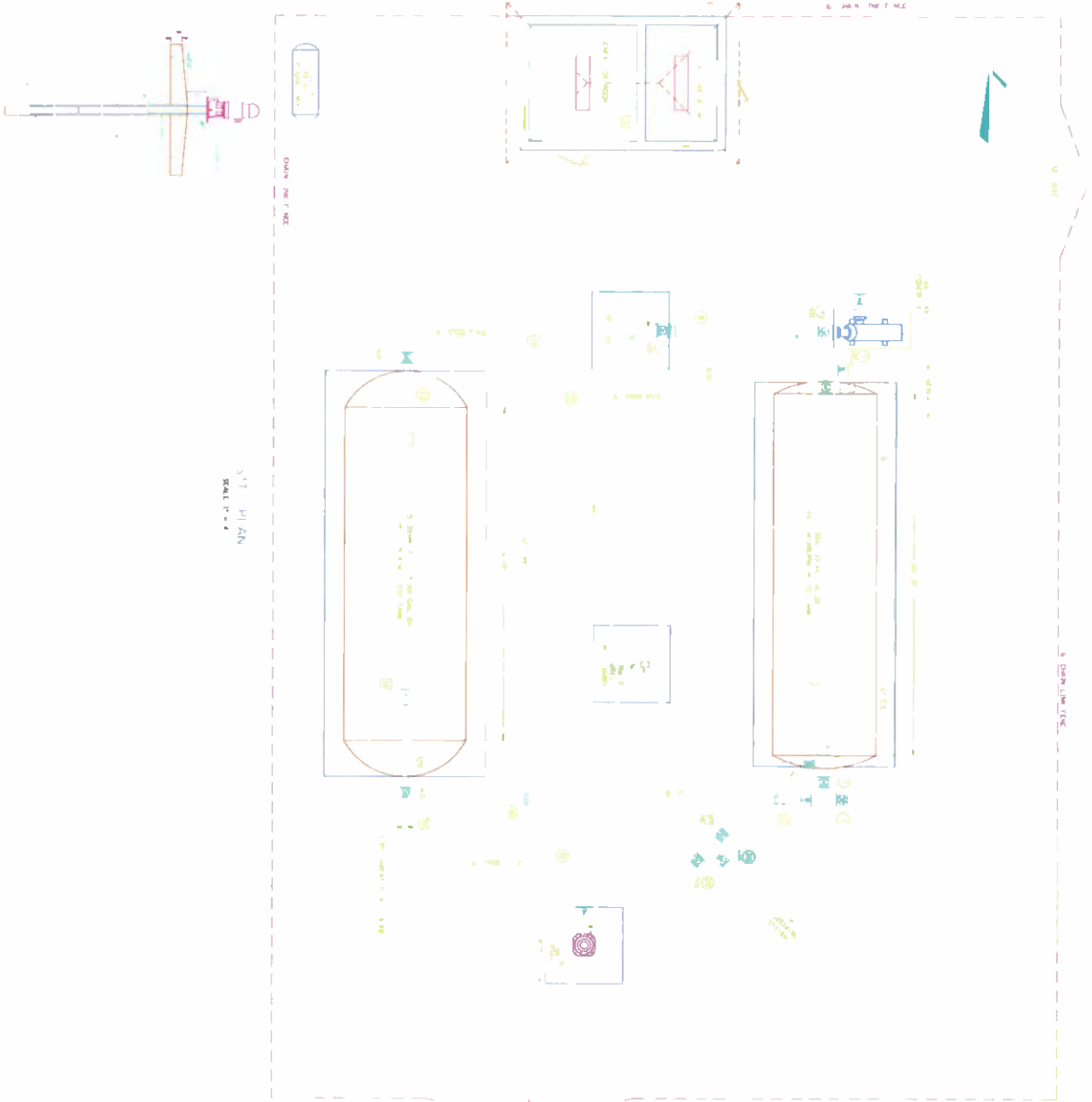
Exhibit 10



Proposed Service Area

Scale: 1 tch = 400 fe

AS BUILT



CONSTRUCTION NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 2. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
 3. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
 4. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 5. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 6. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 7. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 8. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 9. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 10. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.

ADDITIONAL NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 2. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
 3. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
 4. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 5. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
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 8. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 9. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 10. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.

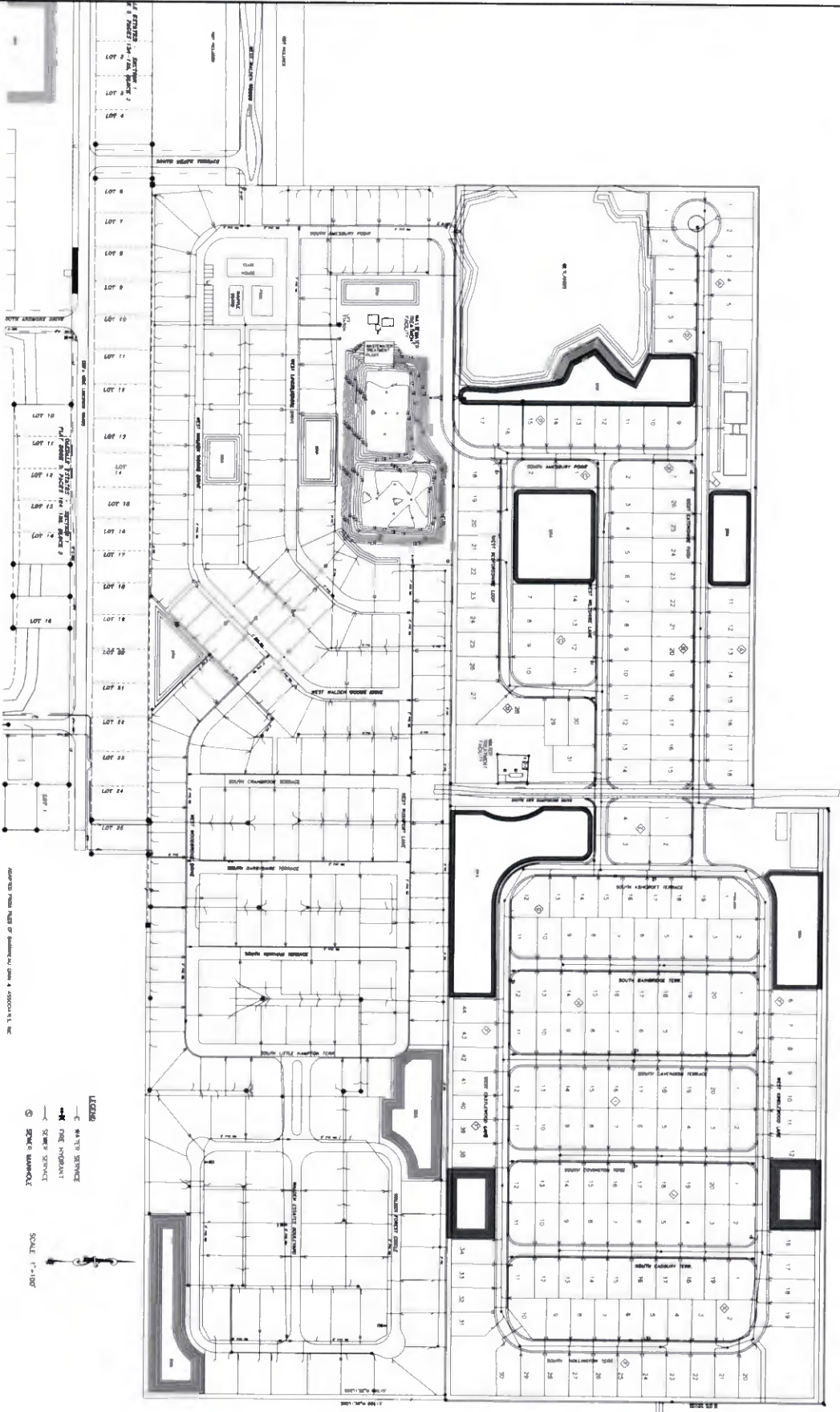
REVISIONS:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 2. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
 3. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
 4. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 5. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
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 8. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 9. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.
 10. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA BUILDING CODE AND THE FLORIDA ELECTRICAL CODE.

NO.	DATE	DESCRIPTION

WALDEN'S WOODS
 WATER TREATMENT FACILITY
 LEES COUNTY, FLORIDA

H. W. BARRINEAU & ASSOCIATES, INC.
 Civil • Environmental Engineers & Planners
 1521 Southeast 25th Loop, Suite 102, Ocala, FL 34471
 Telephone (352) 840-9774 • Telefax (352) 840-0332
 Certificate of Authorization No. 7367

Exhibit 12



DRN	CHK	DATE	DESCRIPTION
1998	MMB	10 AUG 07	UTILITY LAYOUT

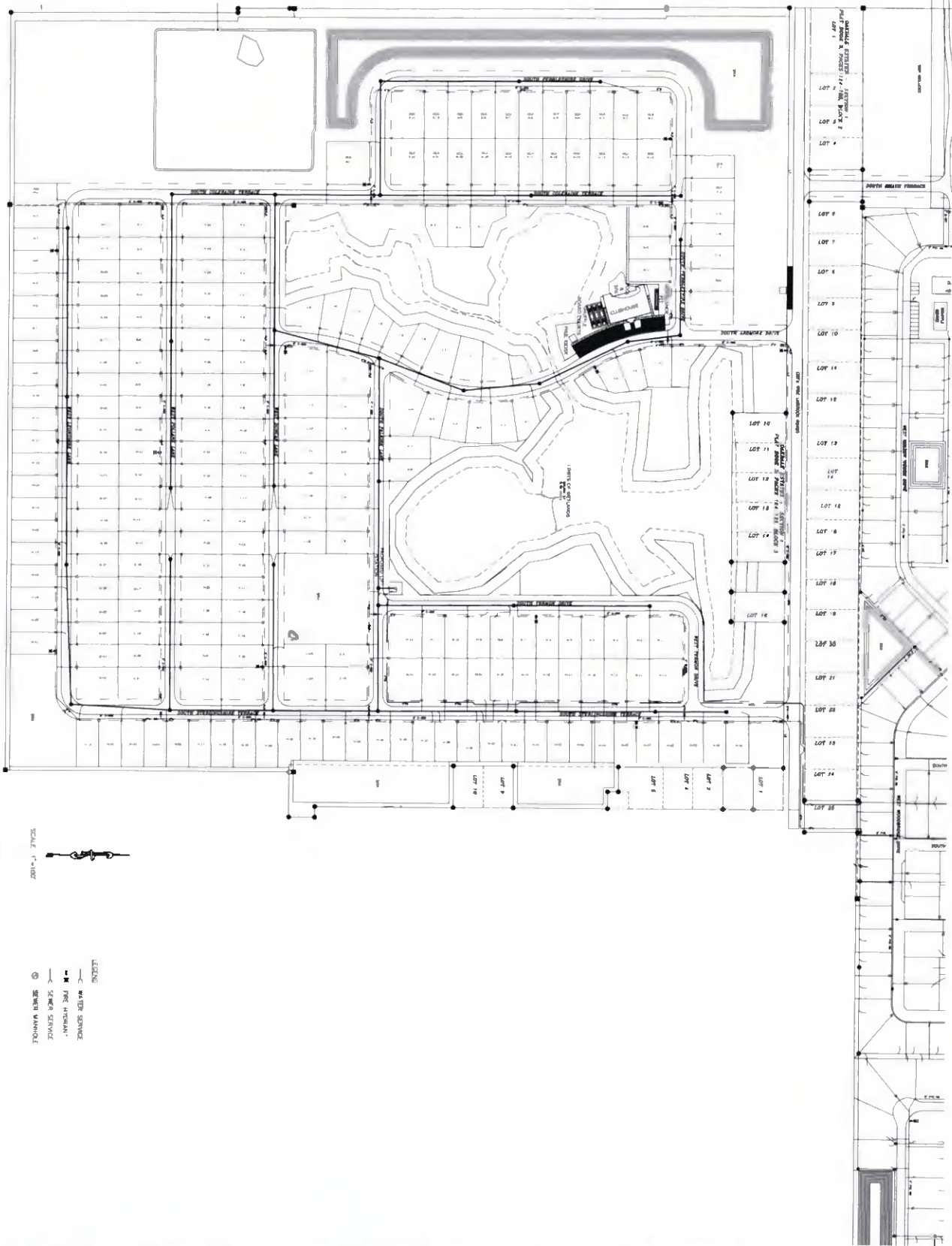
WW1
REV: 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32

UTILITY LAYOUT
WALDEN WOODS
CITRUS COUNTY, FLORIDA

DNM ENGINEERING & ASSOCIATES, INC.
P.O. BOX 42 OCALA, FLORIDA 34478
(352) 624-2068 FAX (352) 629-2988
CAN: 9724

U.S. HIGHWAY 19
(SOUTH SUNCOAST BOULEVARD)

U.S. HIGHWAY 19



- LEGEND
- WATER SERVICE
 - FIRE HYDRANT
 - SEWER SERVICE
 - SEWER MANHOLE

DATE: 07-15-88

EXHIBIT 19

DRN	CHK	DATE	DESCRIPTION
WMB	WMB	10 08 87	UTILITY LAYOUT

Project No. 07-15-88
Sheet 2 of 2

UTILITY LAYOUT
WALDEN WOODS SOUTH
CITRUS COUNTY, FLORIDA

DNM ENGINEERING & ASSOCIATES, INC.
P.O. BOX 42
(352) 624-2068
OCALA FLORIDA 34478
FAX (352) 629-2988
CAN. 9724



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

April 23, 2019

Exhibit 1A

GCP Walden Wds. One & Two, LLC, c/o American Land Lease Inc.
27777 Franklin Road, Suite 200
Southfield, MI 48034

Subject: **Notice of Agency Action -- Approval**
Water Use Permit No.: 20 011839.008
Project Name: Walden Woods - Walden Woods II South
County: Citrus

Dear Sir/Madam:

The Southwest Florida Water Management District (District) is in receipt of your application for Water Use Permit No. 20 011839.008. Based upon a review of the information you submitted, the application is approved. A copy of the permit is enclosed for your records. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

Please be advised that the Governing Board has formulated a water shortage plan referenced in a Standard Water Use Permit Condition (Exhibit A) of your permit, and will implement such a plan during periods of water shortage. You will be notified during a declared water shortage of any change in the conditions of your Permit or any suspension of your Permit, or of any restriction on your use of water for the duration of any declared water shortage. Please further note that water conservation is a condition of your Permit and should be practiced at all times.



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April 23, 2019

GCP Walden Wds. One & Two, LLC, c/o American Land Lease Inc.
27777 Franklin Road, Suite 200
Southfield, MI 48034

Subject: **Notice of Intended Agency Action Letter -- Approval**
Water Use Permit No.: 20 011839.008
Project Name: Walden Woods - Walden Woods II South
County: Citrus

Dear Sir/Madam:

The Southwest Florida Water Management District (District) has completed its review of the application for Water Use Permit No. 20 011839.008. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/Search/Search/SearchWupSimple.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Water Use Permit Bureau in the Tampa Service Office.

Sincerely,

Darrin W. Herbst, P.G.
Bureau Chief
Water Use Permit Bureau

cc: Dnm Engineering & Associates, Inc.
Sun Communities, Inc. / Attn: John B. McLaren

The ID tags for your withdrawals shall be installed by a District representative. This representative will attempt to contact you within 30 days to discuss placement of your tags. If you have any questions or concerns regarding your tags, please contact Deborah Ammendola at extension 4289, in the Brooksville Service Office. If you have any questions or concerns regarding your permit or any other information, please contact the Water Use Permit Bureau in the Tampa Service Office.

Sincerely,

Darrin W. Herbst, P.G.
Bureau Chief
Water Use Permit Bureau
Regulation Division

Encl: Permit
Notice of Rights

cc: Dnm Engineering & Associates, Inc.
Sun Communities, Inc. / Attn: John B. McLaren

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 011839.008**

PERMIT ISSUE DATE: April 23, 2019

EXPIRATION DATE: April 23, 2039

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

TYPE OF APPLICATION: Renewal

GRANTED TO: GCP Walden Wds. One & Two, LLC, c/o American Land Lease Inc.
27777 Franklin Road, Suite 200
Southfield, MI 48034

PROJECT NAME: Walden Woods - Walden Woods II South

WATER USE CAUTION AREA(S): Not in a WUCA

COUNTY: Citrus

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (In gallons per day)	
ANNUAL AVERAGE	187,900 gpd
PEAK MONTH ¹	279,200 gpd

¹ Peak Month: Average daily use during the highest water use month.

ABSTRACT:

This is a renewal of an existing water use permit for public supply use. The authorized quantities have changed from those previously permitted. The annual average decrease from 217,900 gallons per day (gpd) to 187,900 gpd, the peak month remains 279,200 gpd. The decrease in annual average is due to a decrease in the projected population and a change in the compliance per capita rate. There are no changes in Use Type from the previous permit. Quantities are based on a projected population of 1,292 and a compliance per capita rate of 144 gpd.

Special conditions include those that require the Permittee to continue to record and report meter readings from the withdrawal points, perform meter accuracy tests every five years, submit the Public Supply Annual Report by April 1 each year, continue to maintain a water conserving rate structure, continue to implement the District-approved water conservation plan submitted in support of the application, cap withdrawals not in use, and maintain a per capita rate below 150 gpd.

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>
Public Supply	187,900	279,200

USE TYPE

Residential Mobile Home

PUBLIC SUPPLY:

Population Served: 1,292
 Per Capita Rate: 144 gpd/person

WITHDRAWAL POINT QUANTITY TABLE

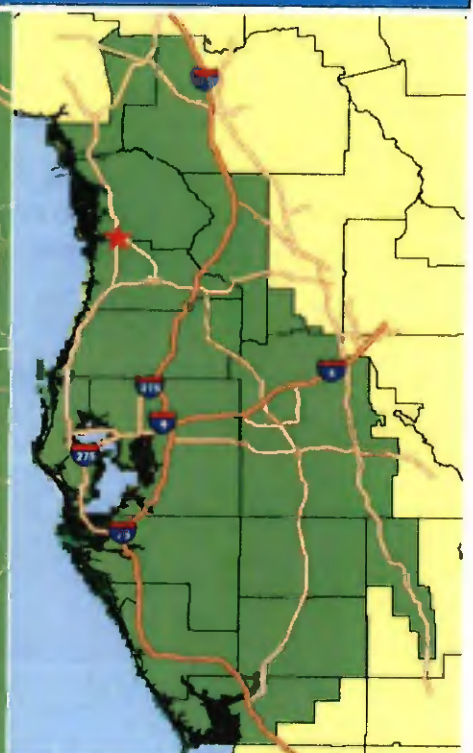
Water use from these withdrawal points are restricted to the quantities given below:

<u>I.D. NO.</u> <u>PERMITTEE/</u> <u>DISTRICT</u>	<u>DIAM</u> <u>(in.)</u>	<u>DEPTH</u> <u>TTL./CSD.FT.</u> <u>(feet bis)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE</u> <u>(gpd)</u>	<u>PEAK</u> <u>MONTH</u> <u>(gpd)</u>
4 / 4	8	131 / 121	Public Supply	94,000	139,600
6 / 6	10	290 / 122	Public Supply	93,900	139,600

WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
4	28° 42' 41.50"/82° 32' 48.80"
6	28° 42' 41.00"/82° 32' 48.90"

Location Map
GCP Walden Wds. One & Two, LLC, c/o American Land Lease Inc.
WUP No. 20 011839.008



Legend

- DIDs
- WUP Boundary

2017 Natural Color Imagery
CITRUS COUNTY

Southwest Florida
Water Management District

STANDARD CONDITIONS:

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

SPECIAL CONDITIONS:

1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center (www.swfwmd.state.fl.us/permits/epermitting/) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:

Southwest Florida Water Management District
Tampa Service Office, Water Use Permit Bureau
7601 U.S. Hwy. 301 North
Tampa, Florida 33637-6759

Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data.
(499)

2. The Permittee shall evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible.(296)
3. The Permittee shall implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year.(309)
4. The Permittee shall incorporate best water management practices, specifically including but not limited to irrigation practices, as recommended for the permitted activities in reports and publications by the IFAS.(312)
5. The Permittee shall limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices. (331)
6. Within 90 days of the replacement of any or all withdrawal quantities from ground water or surface water bodies with an Alternative Water Supply, the Permittee shall apply to modify this permit to place equal quantities of permitted withdrawals from the ground and/or surface water resource on standby. The standby quantities can be used in the event that some or all of the alternative source is not available.(363)
7. Public supply Permittees shall have a per capita rate of no greater than 150 gallons per day whether it is calculated as an unadjusted gross per capita, an adjusted gross per capita, or a compliance per capita as provided in Chapter 2 of the Water Use Permit Applicant's Handbook. A phased reduction in per capita shall be implemented by Permittees that do not achieve the compliance per capita rate of no greater than 150 gallons per day. Compliance with the per capita rate shall be monitored via the Annual Report and the Reclaimed Water Supplier Report that are required to be submitted by April 1 of

each year for Individual and General Water Use Permits.(516)

8. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)
 9. Beginning January 1, 2012, the Permittee shall comply with the following requirements:
 - A. Customer billing period usage shall be placed on each utility-metered, customer's bill.
 - B. Meters shall be read and customers shall be billed no less frequently than bi-monthly.
 - C. The following information, as applicable to the customer, shall be provided at least once each calendar year and a summary of the provisions shall be provided to the District annually as described in Section D, below. The information shall be provided by postal mailings, bill inserts, online notices, on the bill or by other means. If billing units are not in gallons, a means to convert the units to gallons must be provided.
 1. To each utility-metered customer in each customer class - Information describing the rate structure and shall include any applicable:
 - a. Fixed and variable charges,
 - b. Minimum charges and the quantity of water covered by such charges,
 - c. Price block quantity thresholds and prices,
 - d. Seasonal rate information and the months to which they apply, and
 - e. Usage surcharges
 2. To each utility-metered single-family residential customer - Information that the customer can use to compare its water use relative to other single-family customers or to estimate an efficient use and that shall include one or more of the following:
 - a. The average or median single-family residential customer billing period water use calculated over the most recent three year period, or the most recent two year period if a three year period is not available to the utility. Data by billing period is preferred but not required.
 - b. A means to calculate an efficient billing period use based on the customer's characteristics, or
 - c. A means to calculate an efficient billing period use based on the service area's characteristics.
 - D. Annual Report: The following information shall be submitted to the District annually by October 1 of each year of the permit term to demonstrate compliance with the requirements above. The information shall be current as of the October 1 submittal date.
 1. Description of the current water rate structure (rate ordinance or tariff sheet) for potable and non-potable water.
 2. Description of the current customer billing and meter reading practices and any proposed changes to these practices (including a copy of a bill per A above).
 3. Description of the means the permittee uses to make their metered customers aware of rate structures, and how the permittee provides information their metered single-family residential customers can use to compare their water use relative to other single-family customers or estimate an efficient use (see C 1 & 2 above).
- (592)
10. The Permittee shall maintain a water conserving rate structure for the duration of the permit term. Any changes to the water conserving rate structure described in the application shall be described in detail as a component of the next Annual Report on Water Rate, Billing and Meter Reading Practices of the year following the change.(659)
11. The Permittee shall submit a "Public Supply Annual Report" to the District by April 1 of each year on their water use during the preceding calendar year using the form, "Public Supply Water Use Annual Report Form" (Form No. LEG-R.103.00 (05/14)), referred to in this condition as "the Form," and all required attachments and documentation. The Permittee shall adhere to the "Annual Report Submittal Instructions" attached to and made part of this condition in Exhibit B. The Form addresses the following components in separate sections.

Per Capita Use Rate

A per capita rate for the previous calendar year will be calculated as provided in Part A of the Form using Part C of the Form to determine Significant Use deduction that may apply. Permittees that cannot achieve a per capita rate of 150 gpd according to the time frames included in the "Instructions for Completion of the Water Use Annual Report," shall include a report on why this rate was not achieved, measures taken to comply with this requirement, and a plan to bring the permit into compliance.

Residential Use

Residential use shall be reported in the categories specified in Part B of the Form, and the methodology used to determine the number of dwelling units by type and their quantities used shall be documented in an attachment.

Non-Residential Use

Non-residential use quantities provided for use in a community but that are not directly associated with places of residence, as well as the total water losses that occur between the point of output of the treatment plant and accountable end users, shall be reported in Part B of the Form.

Water Conservation

In an attachment to the Form, the Permittee shall describe the following:

1. Description of any ongoing audit program of the water treatment plant and distribution systems to address reductions in water losses.
2. An update of the water conservation plan that describes and quantifies the effectiveness of measures currently in practice, any additional measures proposed to be implemented, the scheduled implementation dates, and an estimate of anticipated water savings for each additional measure.
3. A description of the Permittees implementation of water-efficient landscape and irrigation codes or ordinances, public information and education programs, water conservation incentive programs, identification of which measures and programs, if any, were derived from the Conserve Florida Water Conservation Guide, and provide the projected costs of the measures and programs and the projected water savings.

Water Audit

If the current water loss rate is greater than 10% of the total distribution quantities, a water audit as described in the "Instructions for Completion of the Water Use Annual Report" shall be conducted and completed by the following July 1, with the results submitted by the following October 1. Indicate on Part A of the Form whether the water audit was done, will be done, or is not applicable.

Alternative Water Supplied Other Than Reclaimed Water

If the Permittee provides Alternative Water Supplies other than reclaimed water (e.g., stormwater not treated for potable use) to customers, the information required on Part D of the Form shall be submitted along with an attached map depicting the areas of current Alternative Water Use service and areas that are projected to be added within the next year.

Suppliers of Reclaimed Water

1. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd:

The Permittee shall submit the "SWFWMD Annual Reclaimed Water Supplier Report" on quantities of reclaimed water that was provided to customers during the previous fiscal year (October 1 to September 30). The report shall be submitted in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/09), that will be provided annually to them by the District. A map depicting the area of reclaimed water service that includes any areas projected to be added within the next year, shall be submitted with this report.

2. Permittees that have a wastewater treatment facility with an annual average design capacity less than 100,000 gpd:

- a. The Permittee has the option to submit the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part (1) above, or
- b. Provide information on reclaimed water supplied to customers on Part E of the Form as described in the "Instructions for Completion of the Water Use Annual Report".

Updated Service Area Map

If there have been changes to the service area since the previous reporting period, the Permittee shall update the service area using the map that is maintained in the District's Mapping and GIS system. (660)

12. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief: District ID Nos. 4 and 6, Permittee ID Nos. 4 and 6. Monthly meter reading and

reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(719)

13. The compliance per capita daily water use rate shall be no greater than 144 gallons per day (gpd). The Permittee shall calculate the compliance per capita rate as described in the Annual Report Condition on this permit and shall submit the calculations with the Annual Report by April 1 of each year.
If the compliance per capita rate is greater than 144 gpd, the Permittee shall submit a report that documents why this rate was exceeded, measures previously or currently taken to reduce their compliance per capita rate, and a plan that describes additional measures and implementation dates for those measures to bring their compliance per capita rate to or below 144 gpd. This report shall be submitted with the Annual Report by April 1 for each year the compliance per capita rate exceeds 144 gpd. This report is subject to District approval. Justification for exceeding the adjusted gross per capita rate does not constitute a waiver of the District's authority to enforce the terms and conditions of the permit.
(767)

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
4. The Permittee shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
 - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - B. Damage to crops and other vegetation causing financial harm to the owner; and
 - C. Damage to the habitat of endangered or threatened species.
5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
 - A. A reduction in water levels which impairs the ability of a well to produce water;
 - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
6. Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.
8. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.
10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.

11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
13. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
14. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
16. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit B
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies. For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data. The Permittee shall submit meter readings online using the Permit Information Center at www.swfwmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
 - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
 - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
 - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
 - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
 - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
 - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
 - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
 - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.
8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted

by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

FLOW METER ACCURACY TEST INSTRUCTIONS

1. **Accuracy Test Due Date** - The Permittee is to schedule their accuracy test according to the following schedule:
- A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.
 - B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.
 - C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.
 - D. For the Permittee's convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.
 - E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January	Hillsborough
February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

* The permittee may request their multiple permits be tested in the same month.

2. **Accuracy Test Requirements:** The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:
- A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.
 - B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or longer per test until consistent results are obtained.
 - C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.
 - D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.
3. **Accuracy Test Report:** The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:
- A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District's website (www.watermatters.org) under "ePermitting and Rules" for Water Use Permits.

- B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;
- C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;
- D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.
- E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.
- F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

ANNUAL REPORT SUBMITTAL INSTRUCTIONS

The "Public Supply Water Use Annual Report Form" (Form No. LEG-R.023.00 (01/09)), is designed to assist the Permittee with the annual report requirements, but the final authority for what must be included in the Water Use Annual Report is in this condition and in these instructions. Two identical copies of the "Public Supply Water Use Annual Report Form" and two identical copies of all required supporting documentation shall be included if submitted in hard copy. "Identical copy" in this instance means that if the original is in color, then all copies shall also be printed in color. If submitted electronically, only one submittal is required; however, any part of the document that is in color shall be scanned in color.

1. **Per Capita Use Rate** - A per capita rate for the previous calendar year will be progressively calculated until a rate of 150 gpd per person or less is determined whether it is the unadjusted per capita, adjusted per capita, or compliance per capita. The calculations shall be performed as shown in Part A of the Form. The Permittee shall refer to and use the definitions and instructions for all components as provided on the Form and in the Water Use Permit Applicant's Handbook Part B. Permittees that have interconnected service areas and receive an annual average quantity of 100,000 gpd or more from another permittee are to include these quantities as imported quantities. Permittees in the Southern Water Use Caution Area (SWUCA) or the Northern Tampa Bay Water Use Caution Area (NTBWUCA), as it existed prior to October 1, 2007, shall achieve a per capita of 150 gpd or less, and those in these areas that cannot achieve a compliance per capita rate of 150 gpd or less shall include a report on why this rate was not achieved, measures taken to comply with this requirement, and a plan to bring the permit into compliance. Permittees not in a Water Use Caution Area that cannot achieve a compliance per capita rate of 150 gpd or less by December 31, 2019 shall submit this same report in the Annual Report due April 1, 2020.
2. **Residential Use** - Residential water use consists of the indoor and outdoor water uses associated with each category of residential customer (single family units, multi-family units, and mobile homes), including irrigation uses, whether separately metered or not. The Permittee shall document the methodology used to determine the number of dwelling units by type and the quantities used. Estimates of water use based upon meter size will not be accepted. If mobile homes are included in the Permittees multi-family unit category, the information for them does not have to be separated. The information for each category shall include:
 - A. Number of dwelling units per category,
 - B. Number of domestic metered connections per category,
 - C. Number of metered irrigation connections,
 - D. Annual average quantities in gallons per day provided to each category, and
 - E. Percentage of the total residential water use provided apportioned to each category.
3. **Non-Residential Use** - Non-residential use consists of all quantities provided for use in a community not directly associated with places of residence. For each category below, the Permittee shall include annual average gpd provided and percent of total non-residential use quantities provided. For each category 1 through 6 below, the number of metered connections shall be provided. These non-residential use categories are:
 - A. Industrial/commercial uses, including associated lawn and landscape irrigation use,
 - B. Agricultural uses (e.g., irrigation of a nursery),
 - C. Recreation/Aesthetic, for example irrigation (excluding golf courses) of Common Areas, stadiums and school yards,
 - D. Golf course irrigation,
 - E. Fire fighting, system testing and other accounted uses,-

- F. K-through-12 schools that do not serve any of the service area population, and
- G. Water Loss as defined as the difference between the output from the treatment plant and accounted residential water use (B above) and the listed non-residential uses in this section.
4. **Water Audit** - The water audit report that is done because water losses are greater than 10% of the total distribution quantities shall include the following items:
- A. Evaluation of:
- 1) leakage associated with transmission and distribution mains,
 - 2) overflow and leakage from storage tanks,
 - 3) leakage near service connections,
 - 4) illegal connections,
 - 5) description and explanations for excessive distribution line flushing (greater than 1% of the treated water volume delivered to the distribution system) for potability,
 - 6) fire suppression,
 - 7) un-metered system testing,
 - 8) under-registration of meters, and
 - 9) other discrepancies between the metered amount of finished water output from the treatment plant less the metered amounts used for residential and non-residential uses specified in Parts B and C above, and
- B. A schedule for a remedial action-plan to reduce the water losses to below 10%.
5. **Alternative Water Supplied other than Reclaimed Water** - Permittees that provide Alternative Water Supplies other than reclaimed water (e.g., stormwater not treated for potable use) shall include the following on Part D of the Form:
- A. Description of the type of Alternative Water Supply provided,
 - B. County where service is provided,
 - C. Customer name and contact information,
 - D. Customer's Water Use Permit number (if any),
 - E. Customer's meter location latitude and longitude,
 - F. Meter ownership information,
 - G. General customer use category,
 - H. Proposed and actual flows in annual average gallons per day (gpd) per customer,
 - I. Customer cost per 1,000 gallons or flat rate information,
 - J. Delivery mode (e.g., pressurized or non-pressurized),
 - K. Interruptible Service Agreement (Y/N),
 - L. Month/year service began, and
 - M. Totals of monthly quantities supplied.
6. **Suppliers of Reclaimed Water** - Depending upon the treatment capacity of the Permittees wastewater treatment plant, the Permittee shall submit information on reclaimed water supplied as follows:
- A. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd shall utilize the "SWFWMD Annual Reclaimed Water Supplier Report" in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/09). The "SWFWMD Annual Reclaimed Water Supplier Report" is described in Section 3.1 of Chapter 3, under the subheading "Reclaimed Water Supplier Report" and is described in detail in the Water Use Permit Applicant's Handbook Part B.
- B. Permittees that have a wastewater treatment facility with an annual average design capacity less than 100,000 gpd can either utilize the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part (1) above or provide the following information on Part E of the Form:
- 1) Bulk customer information:
 - a) Name, address, telephone number,
 - b) WUP number (if any),
 - c) General use category (residential, commercial, recreational, agricultural irrigation, mining),
 - d) Month/year first served,
 - e) Line size,
 - f) Meter information, including the ownership and latitude and longitude location,

- g) Delivery mode (pressurized, non-pressurized).
- 2) Monthly flow in gallons per bulk customer.
- 3) Total gallons per day (gpd) provided for metered residential irrigation.
- 4) Disposal information:
 - a) Site name and location (latitude and longitude or as a reference to the service area map),
 - b) Contact name and telephone,
 - c) Disposal method, and
 - d) Annual average gpd disposed.

Darrin W. Herbst, P.G.

Authorized Signature
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of sovereignty submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28.106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.firules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.

2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

Sun Communities, Inc. / Attn: John B. McLaren
27777 FRANKLIN ROAD, SUITE 200
SOUTHFIELD, MI 48034

Southwest Florida Water Management District



U.S. POSTAGE >> PITNEY BOWES



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2379 Broad Street (U.S. 41 South) Brooksville, Florida 34604-6899



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Dawn Zoller

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FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

Southwest District
13051 N Telecom Pkwy, Suite 101
Temple Terrace, Florida, Florida 33637-0926

November 6, 2025

Exhibit 15

In the Matter of an
Application for Permit by:

Bruce Thelen, President & COO
GCP Walden Woods One, LLC/
GCP Walden Woods Two, LLC
27777 Franklin Road, Suite 200
Southfield, Michigan 48034

File Number FLA011916-014-DW3P/NR
Citrus County
Walden Woods MHP WWTF

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA011916 to operate the Walden Woods MHP WWTF, issued under Chapter 403, Florida Statutes.

Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;

- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a), F.A.C.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point-of-entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time.

Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Gerald "JJ" Loesch
Environmental Administrator
Permitting & Waste Cleanup Program
Southwest District

Attachment(s):

1. Permit No. FLA011916
2. Discharge Monitoring Reports
3. Statement of Basis

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

George McDonald, P.E., McDonald Group, LLC, gmcdonald@mcdonaldgroup.com
Jennifer Andrews, Sun Communities, jandrews1@suncommunities.com
Maryn Tidwell, DEP SWD, maryn.tidwell@floridadep.gov
Emily Larson, DEP SWD, emily.larson@floridadep.gov
Erica Peck, DEP SWD, erica.peck@floridadep.gov
Belinda Oliver, DEP SWD, belinda.oliver@floridadep.gov
Gerald "JJ" Loesch, DEP SWD, Gerald.loesch@floridadep.gov

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Rehleigh Honey
Clerk

November 6, 2025
Date



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

Southwest District
13051 N Telecom Pkwy, Suite 101
Temple Terrace, Florida 33637-0926

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

GCP Walden Woods One, LLC/
GCP Walden Woods Two, LLC

PERMIT NUMBER: FLA011916
FILE NUMBER: FLA011916-014-DW3P/NR
EFFECTIVE DATE: November 6, 2025
EXPIRATION DATE: November 5, 2030

RESPONSIBLE OFFICIAL:

Bruce Thelen, President & COO
GCP Walden Woods One, LLC/
GCP Walden Woods Two, LLC
27777 Franklin Road, Suite 200
Southfield, Michigan 48034
(248) 208-2556
bthelen@suncommunities.com

FACILITY:

Walden Woods MHP WWTF
10455 South Suncoast Blvd
Homosassa Springs, FL 34447
Citrus County

Latitude: 28° 42' 38.4684" N Longitude: 82° 32' 59.7919" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above-named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

Operation of an existing 0.099 million gallons per day (MGD) Three-Month Rolling Average Daily Flow (3MRADF), Type III, extended aeration domestic wastewater treatment plant consisting of: one equalization basin of 24,400 gallons, two 65,000 gallon aeration basins for 130,000 gallons total volume, two clarifiers each of 15,900 gallons and 263 square feet of surface area, two chlorine contact chambers each of 11,600 gallons, and four 5,000 gallon aerobic digesters for 20,000 gallons total volume and one aerobic digester of 21,000 gallons, with all specified valves, piping, blowers and appurtenances. This plant is operated to provide secondary treatment with basic disinfection.

MODIFICATION:

1. The construction project will involve the following:

PHASE #1:

- a. One 20,000-gallon pre-denitrification first anoxic tank
- b. One new 5,000-gallon reaeration tank
- c. Three new 5,000-gallon post anoxic tanks

PHASE #2:

- a. One additional 20,000-gallon pre-denitrification first anoxic tank
- b. One additional 5,000-gallon reaeration tank

PERMITTEE: GCP Walden Woods One, LLC
GCP Walden Woods Two, LLC
FACILITY: Walden Woods MHP WWTF

PERMIT NUMBER: FLA011916-014-DW3P/NR

- c. Three additional 5,000-gallon post anoxic tanks

AFTER MODIFICATION (PHASE 1)

Operation of an existing 0.099 million gallons per day (MGD) Three-Month Rolling Average Daily Flow (3MRADF), Type III, extended aeration domestic wastewater treatment plant consisting of: one equalization basin of 24,400 gallons, one 20,000 gallon anoxic tank, two 65,000 gallon aeration basins for 130,000 gallons total volume, three 5,000 gallon post anoxic tanks for 15,000 gallons total, one 5,000 gallon reaeration basin, two clarifiers each of 15,900 gallons and 263 square feet of surface area, two chlorine contact chambers each of 11,600 gallons, and four 5,000 gallon aerobic digesters for 20,000 gallons total volume and one aerobic digester of 21,000 gallons, with all specified valves, piping, blowers and appurtenances. This plant is operated to provide secondary treatment with basic disinfection.

AFTER MODIFICATION (PHASE 2):

Operation of an existing 0.099 million gallons per day (MGD) Three-Month Rolling Average Daily Flow (3MRADF), Type III, extended aeration domestic wastewater treatment plant consisting of: one equalization basin of 24,400 gallons, two 20,000 gallon anoxic tanks, two 65,000 gallon aeration basins for 130,000 gallons total volume, six 5,000 gallon post anoxic tanks for 30,000 gallons total, two 5,000 gallon reaeration tanks in series, two clarifiers each of 15,900 gallons and 263 square feet of surface area, two chlorine contact chambers each of 11,600 gallons and four 5,000 gallon aerobic digesters for 20,000 gallons total volume and one aerobic digester of 21,000 gallons, with all specified valves, piping, blowers and appurtenances. This plant is operated to provide secondary treatment with basic disinfection.

Note: The facility treatment system is designed for 0.130 MGD 3MRADF and the reuse system R-001, has a reuse capacity of 0.103 MGD AADF. However, the treatment and the reuse system operating capacity is limited to 0.099 MGD 3MRADF and 0.099 MGD AADF respectively.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.099 MGD annual average daily flow (AADF) permitted capacity Part IV Rapid-Rate Land Application System. R-001 is a reuse system which consists of a two-cell rapid infiltration basin (RIB) of 37,000 total square feet of bottom surface area and is located approximately at latitude 28° 42' 37" N, longitude 82° 32' 58" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 3 through 19 of this permit.

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PERMITTEE: GCP Walden Woods One, LLC
 GCP Walden Woods Two, LLC
 FACILITY: Walden Woods MHP WWTF

PERMIT NUMBER: FLA011916-014-DW3P/NR

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

- During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.7.:

Parameter	Units	Max./Min.	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max	0.099 Report	Annual Average Monthly Average	5 Days/Week	Recording Flow Meter with Totalizer	FLW-01	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max	20.0 30.0 60.0	Annual Average Monthly Average Single Sample	Bi-weekly; every 2 weeks	Grab	EFA-01	
Solids, Total Suspended	mg/L	Max Max Max	20.0 30.0 60.0	Annual Average Monthly Average Single Sample	Bi-weekly; every 2 weeks	Grab	EFA-01	
Coliform, Fecal	#/100mL	Max Max	200 800	Annual Average Single Sample	Bi-weekly; every 2 weeks	Grab	EFA-01	
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-01	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-01	See I.A.4
Nitrogen, Nitrate, Total (as N)	mg/L	Max	Report	Single Sample	Bi-weekly; every 2 weeks	Grab	EFA-01	
Nitrogen, Total	mg/L	Max Max	3.0 Report	Annual Average Single Sample	Monthly	Grab	EFA-01	See I.A.5

- Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-01	Flow measured by a 30-degree V-notch weir box after disinfection and prior to reuse or disposal.
EFA-01	Effluent sampling point after treatment, at the flow meter box, prior to discharge to the rapid infiltration basin.

- A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]
- Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-610.510][62-600.440(5)(c) and (6)(b)]
- The Department approved the Homosassa-Chassahowizka Springs Groups Basin Management Action Plan (BMAP) in June 2018, and the plan became effective in January 2019. In accordance with Table ES -1 of the BMAP, for this facility, with a RIB system located in the BMAP area, a reduction of TN to less than 3.0 mg/l is required. [62-600.650(3), F.A.C.]

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B. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.7.:

Parameter	Units	Max./Min.	Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max	0.099 Report	Annual Average Monthly Average	5 Days/Week	Recording Flow Meter with Totalizer	FLW-01	See I.B.4.
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	FLW-01	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Annually	Grab	INF-01	See I.B.3.
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Annually	Grab	INF-01	See I.B.3.

2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.B.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-01	Flow measured by a 30-degree V-notch weir box after disinfection and prior to reuse or disposal.
INF-01	Influent sampling point prior to treatment and ahead of the return activated sludge line.

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-600.660(4)(a)]
4. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]
5. The sample collection, analytical test methods, and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-600, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (November 10, 2020)" is available at <https://floridadep.gov/dear/quality-assurance/content/quality-assurance-resources>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:
 - a. The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
 - b. The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
 - c. If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

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When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. [62-4.246, 62-160]

6. The permittee shall provide safe access points for obtaining representative samples which are required by this permit. [62-600.650(2)]
7. Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Submit by
Monthly	first day of month - last day of month	28 th day of following month
Once Every Two Months	January 1 - February 28/29 March 1 - April 30 May 1 - June 30 July 1 - August 31 September 1 - October 31 November 1 - December 31	March 28 May 28 July 28 September 28 November 28 January 28
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 31	July 28 January 28
Annual	January 1 - December 31	January 28

The permittee may submit either paper or electronic DMR forms. If submitting electronic DMR forms, the permittee shall use the electronic DMR system approved by the Department (EzDMR) and shall electronically submit the completed DMR forms using the DEP Business Portal at <https://www.fldepportal.com/go/>. Reports shall be submitted to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms.

If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall mail the completed DMR forms to the Department's Southwest District Office at the address specified in Permit Condition I.B.11. by the twenty-eighth (28th) of the month following the month of operation.

[62-620.610(18)][62-600.680(1)]

8. The permittee of a publicly-owned facility shall submit an annual report regarding transactions or allocations of costs and expenditures on pollution mitigation among the utility's permitted wastewater systems, including the prevention of sanitary sewer overflows, collection and transmission system pipe leakages, and inflow and infiltration. This report may be combined with the annual report for the facility's collection system action plan

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in accordance with Rule 62-600.705(2), F.A.C. The report shall be electronically submitted to the Department's Southwest District Office no later than June 30 of each calendar year. *[62-600.700(4)]*

9. The permittee shall submit an annual report summarizing the implementation of the facility's collection system action plan required by paragraph 62-600.704(2)(b), F.A.C. The report shall be electronically submitted to the Department's Southwest District Office no later than June 30 of each calendar year. *[62-600.705(2)]*
10. The permittee shall submit the following with any application for permit renewal or substantial permit revision:
 - a. a copy of the facility's up-to-date power outage contingency plan required by subsection 62-600.705(1), F.A.C., for mitigating impacts to the facility's collection systems and pump stations; and,
 - b. an electronic summary of the facility's up-to-date collection system action plan required by paragraph 62-600.705(2)(a), F.A.C.

[62-600.705(1) and (2)]

11. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Southwest District Office at the address specified below:

Florida Department of Environmental Protection
Southwest District
13051 N Telecom Pkwy, Suite 101
Temple Terrace, Florida 33637-926

Phone Number - (813)470-5700
E-mail: swd_dw@floridadep.gov

[62-620.305]

12. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. *[62-620.305]*

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

1. Biosolids generated by this facility may be transferred to biosolids treatment facility (BTF) or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. *[62-620.320(6), 62-640.880(1)]*
2. The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. *[62-640.650(4)(a)]*
3. Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Condition I.B.7.

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Parameter	Units	Max./Min.	Biosolids Limitation		Monitoring Requirements		
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-001
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-002

[62-640.650(5)(a)1]

4. Biosolids quantities shall be calculated as listed in Permit Condition II.A.3 and as described below:

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-001	Transferred to a biosolids treatment facility.
RMP-002	Transferred to a landfill.

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-640.400(6)]
6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]

B. Disposal

1. Disposal of biosolids, septage, and "other solids" in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. [62-640.100(6)(b) & (c)]

C. Transfer

1. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]
2. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility

1. Date and time shipped
2. Amount of biosolids shipped
3. Degree of treatment (if applicable)
4. Name and ID Number of treatment facility
5. Signature of responsible party at source facility
6. Signature of hauler and name of hauling firm

Biosolids Treatment Facility or Treatment Facility

1. Date and time received
2. Amount of biosolids received
3. Name and ID number of source facility
4. Signature of hauler
5. Signature of responsible party at treatment facility

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the

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Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

[62-640.880(4)]

D. Receipt

1. If the permittee intends to accept biosolids from other facilities, a permit revision is required pursuant to paragraph 62-640.880(2)(d), F.A.C. *[62-640.880(2)(d)]*

III. GROUND WATER REQUIREMENTS

A. Construction Requirements

1. The permittee shall give at least 72-hour notice to the Department's Southwest District Office, prior to the installation of any monitoring wells. *[62-520.600(6)(h)]*
2. Before construction of new ground water monitoring wells, a soil boring shall be made at each new monitoring well location to properly determine monitoring well specifications such as well depth, screen interval, screen slot, and filter pack. *[62-520.600(6)(g)]*
3. Within 30 days after installation of a monitoring well, the permittee shall submit to the Department's Southwest District Office well completion reports and soil boring/lithologic logs on the attached DEP Form(s) 62-520.900(3), Monitoring Well Completion Report. *[62-520.600(6)(j) and .900(3)]*
4. All piezometers and monitoring wells not part of the approved ground water monitoring plan shall be plugged and abandoned in accordance with Rule 62-532.500(5), F.A.C., unless future use is intended. *[62-532.500(5)]*

B. Operational Requirements

1. For the Part IV land application system(s), all ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. The zone of discharge for Land Application Site R-001 shall extend horizontally 100 feet from the application site and vertically to the base of the surficial aquifer. *[62-520.200(27)] [62-520.465]*
2. The ground water minimum criteria specified in Rule 62-520.400 F.A.C., shall be met within the zone of discharge. *[62-520.400 and 62-520.420(4)]*
3. If the concentration for any constituent listed in Permit Condition III.B.6. in the natural background quality of the ground water is greater than the stated maximum, or in the case of pH is also less than the minimum, the representative background quality shall be the prevailing standard. *[62-520.420(2)]*
4. During the period of operation authorized by this permit, the permittee shall continue to sample ground water at the monitoring wells identified in Permit Condition III.B.5., below in accordance with this permit and the approved ground water monitoring plan prepared in accordance with Rule 62-520.600, F.A.C. *[62-520.600] [62-610.510]*
5. The following monitoring wells shall be sampled for Reuse System R-001 located at Land Application Site RIB-001.

Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Latitude	Longitude	Depth (Feet)	Aquifer Monitored	Well Type	New or Existing
MWB-01	BW-1, background	28° 42' 40"	82° 32' 49"	20	Surficial	Background	Existing

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Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Latitude	Longitude	Depth (Feet)	Aquifer Monitored	Well Type	New or Existing
MWC-01	CW-1, compliance	28° 42' 38"	82° 33' 0"	20	Surficial	Compliance	Existing
MWI-01	IW-1, Intermediate	28° 42' 40"	82° 32' 57"	20	Surficial	Intermediate	Existing

[62-520.600] [62-610.510]

6. The following parameters shall be analyzed for each monitoring well identified in Permit Condition III.B.5.:

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Water Level Relative to NGVD	Report	ft	In Situ	Semi-Annually; twice per year
Nitrogen, Nitrate, Total (as N)	10	mg/L	Grab	Semi-Annually; twice per year
Solids, Total Dissolved (TDS)	500	mg/L	Grab	Semi-Annually; twice per year
Arsenic, Total Recoverable	10	ug/L	Grab	Semi-Annually; twice per year
Chloride (as Cl)	250	mg/L	Grab	Semi-Annually; twice per year
Cadmium, Total Recoverable	5	ug/L	Grab	Semi-Annually; twice per year
Chromium, Total Recoverable	100	ug/L	Grab	Semi-Annually; twice per year
Lead, Total Recoverable	15	ug/L	Grab	Semi-Annually; twice per year
Coliform, Fecal	4	#/100mL	Grab	Semi-Annually; twice per year
pH	6.5-8.5	s.u.	In Situ	Semi-Annually; twice per year
Sulfate, Total	250	mg/L	Grab	Semi-Annually; twice per year
Sodium, Total Recoverable	160	mg/L	Grab	Semi-Annually; twice per year

[62-520.600(11)(b)] [62-600.670] [62-600.650(3)] [62-520.310(5)]

7. Water levels shall be recorded before evacuating each well for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NAVD allowable) at a precision of plus or minus 0.01 foot. *[62-520.600(11)(c)] [62-610.510(3)(b)]*
8. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. *[62-160.210] [62-600.670(3)]*
9. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department's Southwest District Office as being more representative of ground water conditions. *[62-520.310(5)]*
10. Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10) in accordance with Permit Condition I.B.7. *[62-520.600(11)(b)] [62-600.670] [62-600.680(1)] [62-620.610(18)]*
11. If any monitoring well becomes inoperable or damaged to the extent that sampling or well integrity may be affected, the permittee shall notify the Department's Southwest District Office within two business days from discovery, and a detailed written report shall follow within ten days after notification to the Department. The

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written report shall detail what problem has occurred and remedial measures that have been taken to prevent recurrence or request approval for replacement of the monitoring well. All monitoring well design and replacement shall be approved by the Department's Southwest District Office before installation. [62-520.600(6)(l)]

12. The permittee shall sample the following monitoring well(s): null for the primary and secondary drinking water parameters included in Rules 62-550.310 and 62-550.320, F.A.C., (except for asbestos and all parameters in Table 5 of Chapter 62-550, F.A.C., other than Di(2-ethylhexyl) adipate and Di(2-ethylhexyl) phthalate). Results of this sampling shall be submitted to the Department's Southwest District Office with the application for permit renewal. Sampling shall occur no sooner than 180 days before submittal of the renewal application. [62-520.600(5)(b)]

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

A. Part IV Rapid Infiltration Basins

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. [62-610.518]
2. The maximum annual average loading rate to the one two-cell rapid infiltration basin (RIB) of 37,000 total square feet of bottom surface area shall be limited to 4.29 inches per day (as applied to the entire bottom area). [62-610.523(3)]
3. The one two-cell rapid infiltration basin (RIB) of 37,000 total square feet of bottom surface area normally shall be loaded for 7 days and shall be rested for 7 days. Infiltration ponds, basins, or trenches shall be allowed to dry during the resting portion of the cycle. [62-610.523(4)]
4. Rapid infiltration basins shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. [62-610.523(6) and (7)]
5. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. [62-610.514 and 62-610.414]
6. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as abnormal events in accordance with Permit Condition IX.20. [62-610.800(9)]
7. Holding ponds are provided for reclaimed water storage, such ponds are subject to the requirements of Rule 62-610.414, F.A.C. [62-610.514(2)]
8. If subsurface drain systems are needed, they shall be designed in accordance with appropriate portions of paragraph 62-610.300(1)(c), F.A.C., concerning Natural Resources Conservation Services criteria for subsurface drains. The drainage system shall be designed so that the seasonal high-water table is drawn down to a minimum of 36 inches below pond bottoms during resting periods. The requirements of subsection 62-610.850(1), F.A.C., shall apply to discharges to surface waters from the drainage system. [62-610.517(2)(a)]
9. A setback distance of 500 feet shall be provided from the edge of the rapid infiltration basin, percolation pond, basin, or trench embankments, or from the edge of an absorption field to potable water supply wells that are existing or have been approved by the Department or by the Department of Health (but not yet constructed); Class I surface waters; or Class II surface waters. The setback distance to Class I and II surface waters shall be reduced to 100 feet if high-level disinfection is provided. Setback distance requirements apply to all Class II waters, regardless of Department classification. [62-610.521(2)]

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V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of one or more operators certified in accordance with Chapter 62-602, F.A.C.
 - I. **Before modifications to meet the Total Nitrogen Limit:** In accordance with Chapter 62-699, F.A.C., this facility is a Category III, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class C or higher operator for 1/2 hour/day for 5 days/week and one visit each weekend. The lead/chief operator must be a Class C operator, or higher.
 - II. **After modifications to meet the Total Nitrogen limit:** In accordance with Chapter 62-699, F.A.C., this facility is a Category I Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class C or higher operator for 3 hours/day for 5 days/week and one visit on each weekend. The lead/chief operator must be a Class C operator, or higher.
2. An operator meeting the lead/chief operator class for the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. [62-699.311(1)]

B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. [62-600.405(5)]
2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. [62-600.735(1)]

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection at the following address: on the site of the permitted facility.
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by this permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for this permit for at least three years from the date the application was filed;
 - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
 - e. A copy of the current wastewater facility permit;
 - f. Copies of the current operation and maintenance manuals for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee as required by Chapters 62-600 and 62-604, F.A.C.;

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- g. A copy of any required record drawings for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee;
- h. Copies of the licenses of the current certified operators;
- i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and
- j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

[62-620.350, 62-604.500, 62-602.650, 62-640.650(4)]

VI. SCHEDULES

1. The permittee shall adhere to the following schedule:

a. Submit DEP Form 62-620.910(12), Notification of Completion of Construction for Wastewater Facilities or Activities prior to activation	Prior to placing any unit processes into operation for any purpose other than testing.
b. Submit DEP Form 62-620.910(13), Notification of Availability of Record Drawings and Final Operation and Maintenance Manuals for the construction.	Within six (6) months after any unit is placed into operation.

2. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:
- a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or
 - b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

[62-620.335(1)-(4)]

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

1. This facility is not required to have a pretreatment program at this time. *[62-625.500]*

VIII. OTHER SPECIFIC CONDITIONS

1. In the event that the wastewater facilities or equipment, including collection/transmission systems, no longer function as intended, are no longer safe in terms of public health and safety (including inactive or abandoned facilities), or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by paragraphs 62-600.400(2)(a) and 62-604.400(2)(c), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. *[62-600.410(5), 62-604.500(3) and 62-640.400(6)]*

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2. All collection/transmission systems shall be operated and maintained to provide uninterrupted service. All pump stations shall be operated and maintained to provide the emergency pumping capability requirements in paragraph 62-604.400(2)(a), F.A.C., the lightning and transient voltage surge protections in paragraph 62-604.400(2)(b), F.A.C., and the design and signage requirements in paragraph 62-604.400(2)(d), F.A.C. Also, all equipment, pipes, manholes, pump stations, and other appurtenances necessary for the collection/transmission of domestic wastewater, including equipment provided pursuant to subsection 62-604.400(2), F.A.C., shall be maintained to function as intended. *[62-604.500(2) and (3)]*
3. The permittee shall evaluate and update the emergency response plan portion of the collection system operation and maintenance manual annually. The emergency response plan shall assess collection system security including cybersecurity; water quality monitoring for sanitary sewer overflows affecting surface waters; and hurricane and severe storm preparedness and response. *[62-604.500(4)]*
4. Collection/transmission systems shall be maintained to minimize excessive infiltration and inflow into the collection/transmission system, as well as excessive leakage from the collection/transmission system. The permittee shall take corrective actions when infiltration, inflow, or leakage is excessive. Infiltration and inflow are considered excessive if one or both cause or contribute to sanitary sewer overflows. Leakage, or exfiltration, is considered excessive if it causes or contributes to a violation of surface water quality standards or ground water quality standards. *[62-604.500(5)]*
5. All collection/transmission systems shall be operated and maintained to prevent sanitary sewer overflows. The permittee shall evaluate the cause of all sanitary sewer overflows and evaluate potential corrective measures to avoid future sanitary sewer overflows. Corrective actions shall be taken by the permittee if excessive inflow and infiltration causes or contributes to a sanitary sewer overflow. The owner/operator of a satellite collection system shall take corrective actions for a sanitary sewer overflow in the receiving collection system caused by excessive inflow and infiltration in the satellite collection system. *[62-604.500(6)]*
6. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(4)]*
7. Cross-connection, as defined in Rule 62-550.200, F.A.C., between the wastewater facility, including the collection/transmission system, and a potable water system is prohibited. *[62-550.360][62-604.130(3)]*
8. The collection/transmission operation and maintenance manual shall be maintained and revised periodically in accordance with subsection 62-604.500(4), F.A.C., to reflect any alterations performed or to reflect experience resulting from operation. However, a new operation and maintenance manual is not required to be developed for each project if there is already an existing manual that is applicable to the facilities being constructed. *[62-604.500(4)]*
9. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX.20. *[62-604.550] [62-620.610(20)]*
10. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
 - a. Which may cause fire or explosion hazards; or
 - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
 - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or

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- d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
- e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

[62-604.130(5)]

- 11. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.518(1) and 62-600.400(2)(b)]*
- 12. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*
- 13. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
- 14. The permittee shall provide verbal notice to the Department's Southwest District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Southwest District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
- 15. The permittee shall provide notice to the Department of the following:
 - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.Notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility. If pretreatment becomes necessary, this permit may be modified to require the permittee to develop and implement a local pretreatment program in accordance with the requirements of Chapter 62-625, F.A.C.

[62-620.625(2)]

IX. GENERAL CONDITIONS

- 1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
- 2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*

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3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.*[62-620.610(9)]*
10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or

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- terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*
 13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*
 14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*
 15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*
 16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*
 17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.*[62-620.610(17)]*
 18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-600, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
 - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
 - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
 - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental

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Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.

- e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
- f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

[62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*
20. The permittee shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; clean up actions taken and status; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. For noncompliance events related to sanitary sewer overflows, bypass events, or unauthorized discharges, these reports must include the data described above (with the exception of time of discovery) as well as the type of event (e.g., sanitary sewer overflow, bypass, unauthorized discharge); type of sanitary sewer overflow structure (e.g., manhole); the discharge location address and latitude/longitude; type of water discharged; discharge volumes and volumes recovered; volume discharged to surface waters and receiving waterbody name; types of human health and environmental impacts of the sanitary sewer overflow, bypass event, or unauthorized discharge (e.g., beach closure); whether the noncompliance was caused by a third party; and whether the noncompliance was related to wet weather. The written submission may be provided electronically using the Department's Business Portal at <https://www.fldepportal.com/go/> (via "Submit" followed by "Report" or "Registration/Notification"). Notice required for public notice of pollution under paragraph (d) may be provided together with the written submission using the Business Portal. All noncompliance events related to sanitary sewer overflows or bypass events submitted after September 14, 2021, shall be submitted electronically.
 - a. The following shall be included as information which must be reported within 24 hours under this condition:
 - (1) Any unanticipated bypass which causes any reclaimed water or the effluent to exceed any permit limitation or results in an unpermitted discharge,
 - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice; and,
 - (4) Any unauthorized discharge to surface or ground waters, except for discharges to ground water of reclaimed water meeting Part III or Part V treatment standards under Chapter 62-610, F.A.C.
 - b. Oral reports as required by this subsection shall be provided as follows:
 - (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph IX.20.a.(4), that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the Department by calling the STATE WATCH OFFICE TOLL FREE NUMBER (800)320-0519, as soon as practicable, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
 - (a) Name, address, and telephone number of person reporting,
 - (b) Name, address, and telephone number of permittee or responsible person for the discharge,

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- (c) Date and time of the discharge and status of discharge (ongoing or ceased),
 - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater),
 - (e) Estimated amount of the discharge,
 - (f) Location or address of the discharge,
 - (g) Source and cause of the discharge,
 - (h) Whether the discharge was contained on-site, and cleanup actions taken to date,
 - (i) Description of area affected by the discharge, including name of water body affected, if any; and,
 - (j) Other persons or agencies contacted.
- (2) Oral reports, not otherwise required to be provided pursuant to subparagraph IX.20.b(1), above, shall be provided to the Department within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report.
- d. In accordance with Section 403.077, F.S., unauthorized releases or spills reportable to the State Watch Office pursuant to subparagraph IX.20.b(1), above shall also be reported to the Department within 24 hours from the time the permittee becomes aware of the discharge. The permittee shall provide to the Department information reported to the State Watch Office. Notice of unauthorized releases or spills may be provided to the Department through the Department's Public Notice of Pollution web page at <https://floridadep.gov/pollutionnotice> or by reporting electronically using the Department's Business Portal at <https://www.fldepportal.com/go/> (via "Submit" followed by "Report" or "Registration/Notification").
- (1) If, after providing notice pursuant to paragraph (d) above, the permittee determines that a reportable unauthorized release or spill did not occur or that an amendment to the notice is warranted, the permittee may submit a letter to the Department documenting such determination at pollution.notice@floridadep.gov.
- (2) If, after providing notice pursuant to paragraph (d) above, the permittee discovers that a reportable unauthorized release or spill has migrated outside the property boundaries of the installation, the permittee must provide an additional notice to the Department that the release has migrated outside the property boundaries within 24 hours after its discovery of the migration outside of the property boundaries.
- e. Unless discharged to surface waters, a spill, release, discharge, upset or bypass involving reclaimed water meeting Part III or Part V treatment standards under Chapter 62-610, F.A.C., shall not be considered to endanger health or the environment and shall be reported under subsection IX.21 of this permit.

[62-620.610(20)] [62-620.100(3)]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. *[62-620.610(21)]*
22. Bypass Provisions.
- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
 - b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

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- (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.
- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible, at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
 - d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.
 - e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to ensure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

[62-620.610(22)]

23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
 - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
 - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology-based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Gerald "JJ" Loesch
Environmental Administrator
Permitting & Waste Cleanup Program
Southwest District

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DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When completed submit this report to: Department of Environmental Protection, Southwest District Office, Compliance Assurance Program, Attn: Domestic Wastewater, 13051 N Telecom Pkwy, Suite 101, Temple Terrace, FL 33637-0926, swd_dw@floridadep.gov

PERMITTEE NAME: GCP Walden Woods One, LLC/GCP
Walden Woods Two, LLC
MAILING ADDRESS: 27777 Franklin Rd
Southfield, Michigan 48034
FACILITY LOCATION: Walden Woods MHP WWTF
10455 South Suncoast Blvd
Homosassa Springs, Florida 34447
COUNTY OFFICE: Citrus
Southwest District

PERMIT NUMBER: FLA011916-014-DW3P/NR
LIMIT CLASS SIZE: Final
N/A
MONITORING GROUP NUMBER: R-001
MONITORING GROUP DESCRIPTION: Two - Cell Rapid Infiltration Basins, with Influent
RE-SUBMITTED DMR:
NO DISCHARGE FROM SITE:
MONITORING PERIOD: From: _____ To: _____

REPORT FREQUENCY PROGRAM: Monthly Domestic

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Flow	Sample Measurement							
PARM Code 50050 Y Mon. Site No. FLW-01	Permit Requirement	0.099 (An.Avg.)	MGD				5 Days/Week	Flow Totalizer
Flow	Sample Measurement							
PARM Code 50050 1 Mon. Site No. FLW-01	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement							
PARM Code 80082 Y Mon. Site No. EFA-01	Permit Requirement			20.0 (An.Avg.)	mg/L		Bi-weekly, every 2 weeks	Grab
BOD, Carbonaceous 5 day, 20C	Sample Measurement							
PARM Code 80082 A Mon. Site No. EFA-01	Permit Requirement			30.0 (Mo.Avg.)	mg/L		Bi-weekly, every 2 weeks	Grab
BOD, Carbonaceous 5 day, 20C	Sample Measurement							
PARM Code 80082 P Mon. Site No. EFA-01	Permit Requirement			60.0 (Max.)	mg/L		Bi-weekly, every 2 weeks	Grab
Solids, Total Suspended	Sample Measurement							
PARM Code 00530 Y Mon. Site No. EFA-01	Permit Requirement			20.0 (An.Avg.)	mg/L		Bi-weekly, every 2 weeks	Grab

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I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here).

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Walden Woods MHP WWTF

LIMIT.
MONITORING GROUP
NUMBER
MONITORING PERIOD

Final
R-001

PERMIT NUMBER FLA011916-014-DW3P/NR

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	Sample Type
Solids, Total Suspended	Sample Measurement									
PARM Code 00530 A Mon. Site No. EFA-01	Permit Requirement					30.0 (Mo. Avg.)	mg/L		Bi-weekly, every 2 weeks	Grab
Solids, Total Suspended	Sample Measurement									
PARM Code 00530 P Mon. Site No. EFA-01	Permit Requirement					60.0 (Max.)	mg/L		Bi-weekly, every 2 weeks	Grab
Coliform, Fecal	Sample Measurement									
PARM Code 74055 Y Mon. Site No. EFA-01	Permit Requirement					200 (An. Avg.)	#/100mL		Bi-weekly, every 2 weeks	Calculated
Coliform, Fecal	Sample Measurement									
PARM Code 74055 A Mon. Site No. EFA-01	Permit Requirement					800 (Max.)	#/100mL		Bi-weekly, every 2 weeks	Grab
pH	Sample Measurement									
PARM Code 00400 A Mon. Site No. EFA-01	Permit Requirement				6.0 (Min.)	8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection)	Sample Measurement									
PARM Code 50060 A Mon. Site No. EFA-01	Permit Requirement				0.5 (Min.)		mg/L		5 Days/Week	Grab
Nitrogen, Nitrate, Total (as N)	Sample Measurement									
PARM Code 00620 A Mon. Site No. EFA-01	Permit Requirement					Report (Max.)	mg/L		Bi-weekly, every 2 weeks	Grab
Nitrogen, Total	Sample Measurement									
PARM Code 00600 Y Mon. Site No. EFA-01	Permit Requirement					3.0 (An. Avg.)	mg/L		Monthly	Calculated
Nitrogen, Total	Sample Measurement									
PARM Code 00600 P Mon. Site No. EFA-01	Permit Requirement					Report (Max.)	mg/L		Monthly	Grab
Flow	Sample Measurement									
PARM Code 50050 P Mon. Site No. FLW-01	Permit Requirement	0.099 (3Mo. Avg.)	Report (Mo. Avg.)	MGD					5 Days/Week	Flow Totalizer
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement									
PARM Code 00180 1 Mon. Site No. FLW-01	Permit Requirement					Report (Mo. Avg.)	percent		Monthly	Calculated

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DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When completed submit this report to: Department of Environmental Protection, Southwest District Office, Compliance Assurance Program, Attn: Domestic Wastewater, 13051 N Telecom Pkwy, Suite 101, Temple Terrace, FL 33637-0926, swd_dwz@floridadep.gov

PERMITTEE NAME: GCP Walden Woods One, LLC/GCP
 Walden Woods Two, LLC
 MAILING ADDRESS: 27777 Franklin Rd
 Southfield, Michigan 48034
 FACILITY LOCATION: Walden Woods MHP WWTF
 10455 South Suncoast Blvd
 Homosassa Springs, Florida 34447
 COUNTY OFFICE: Citrus
 Southwest District

PERMIT NUMBER: FLA011916-014-DW3P/NR
 LIMIT CLASS SIZE: Final N/A
 MONITORING GROUP NUMBER: R-001
 MONITORING GROUP DESCRIPTION: Two - Cell Rapid Infiltration Basins, with Influent
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD: From _____ To _____
 REPORT FREQUENCY PROGRAM: Annually Domestic

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement							
PARM Code 80082 G Mon. Site No. INF-01	Permit Requirement			Report (Max.)	mg/L		Annually	Grab
Solids, Total Suspended (Influent)	Sample Measurement							
PARM Code 00530 G Mon. Site No. INF-01	Permit Requirement			Report (Max.)	mg/L		Annually	Grab

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here).

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DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When completed submit this report to: Department of Environmental Protection, Southwest District Office, Compliance Assurance Program, Attn: Domestic Wastewater, 13051 N Telecom Pkwy, Suite 101, Temple Terrace, FL 33637-0926, swd_dw@floridadep.gov

PERMITTEE NAME: GCP Walden Woods One, LLC/GCP
 Walden Woods Two, LLC
 MAILING ADDRESS: 27777 Franklin Rd
 Southfield, Michigan 48034
 FACILITY LOCATION: Walden Woods MHP WWTF
 10455 South Suncoast Blvd
 Homosassa Springs, Florida 34447
 COUNTY OFFICE: Citrus
 Southwest District

PERMIT NUMBER: FLA011916-014-DW3P/NR
 LIMIT CLASS SIZE: Final N/A
 MONITORING GROUP NUMBER: RMP-Q
 MONITORING GROUP DESCRIPTION: Biosolids Quantity
 RE-SUBMITTED DMR:
 NO DISCHARGE FROM SITE:
 MONITORING PERIOD: From: _____ To: _____

REPORT FREQUENCY PROGRAM: Monthly Domestic

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Landfilled)	Sample Measurement							
PARM Code B0008 + Mon. Site No. RMP-002	Permit Requirement	Report (Mo. Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Transferred)	Sample Measurement							
PARM Code B0007 + Mon. Site No. RMP-001	Permit Requirement	Report (Mo. Total)	dry tons				Monthly	Calculated

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COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here).

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DAILY SAMPLE RESULTS - PART B

Permit Number:
Monitoring Period

FLA011916-014-DW3P/NR
From, _____ To: _____

Facility: Walden Woods MHP WWTF

	BOD, Carbonaceous 5 day, 20C mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Coliform, Fecal #/100ml	Flow MGD	Nitrogen, Nitrate, Total (as N) mg/L	Nitrogen, Total mg/L	Solids, Total Suspended mg/L	pH s.u. (Min)	pH s.u. (Max)	
Code	80082	50060	74055	50050	00620	00600	00530	00400	00400	
Mon. Site	EFA-01	EFA-01	EFA-01	FLW-01	EFA-01	EFA-01	EFA-01	EFA-01	EFA-01	
1										
2										
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30										
31										
Total										
Mo. Avg.										

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Walden Woods MHP WWTF
 Permit Number: FLA011916-014-DW3P/NR
 County: Citrus
 Office: Southwest District

Monitoring Well ID: MWB-01
 Well Type: Background
 Description: BW-1, background
 Re-submitted DMR:

Report Frequency: Semi-annually
 Program: Domestic

Monitoring Period From _____ To _____

Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? ___ Yes ___ No

Parameter	PARAM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Semi-Annually, twice per year				
Nitrogen, Nitrate, Total (as N)	00620		Report	mg/L	Grab	Semi-Annually, twice per year				
Solids, Total Dissolved (TDS)	70295		Report	mg/L	Grab	Semi-Annually, twice per year				
Arsenic, Total Recoverable	00978		Report	ug/L	Grab	Semi-Annually, twice per year				
Chloride (as Cl)	00940		Report	mg/L	Grab	Semi-Annually, twice per year				
Cadmium, Total Recoverable	01113		Report	ug/L	Grab	Semi-Annually, twice per year				
Chromium, Total Recoverable	01118		Report	ug/L	Grab	Semi-Annually, twice per year				
Lead, Total Recoverable	01114		Report	ug/L	Grab	Semi-Annually, twice per year				
Coliform, Fecal	74055		Report	#/100mL	Grab	Semi-Annually, twice per year				
pH	00400		Report	s u	In Situ	Semi-Annually, twice per year				
Sulfate, Total	00945		Report	mg/L	Grab	Semi-Annually, twice per year				
Sodium, Total Recoverable	00923		Report	mg/L	Grab	Semi-Annually, twice per year				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)
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COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Walden Woods MHP WWTF
 Permit Number: FLA011916-014-DW3P/NR
 County: Citrus
 Office: Southwest District

Monitoring Well ID: MWC-01
 Well Type: Compliance
 Description: CW-1, compliance
 Re-submitted DMR:

Report Frequency: Semi-annually
 Program: Domestic

Monitoring Period From _____ To _____ Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? Yes No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Semi-Annually, twice per year				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Semi-Annually, twice per year				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Semi-Annually, twice per year				
Arsenic, Total Recoverable	00978		10	ug/L	Grab	Semi-Annually, twice per year				
Chloride (as Cl)	00940		250	mg/L	Grab	Semi-Annually, twice per year				
Cadmium, Total Recoverable	01113		5	ug/L	Grab	Semi-Annually, twice per year				
Chromium, Total Recoverable	01118		100	ug/L	Grab	Semi-Annually, twice per year				
Lead, Total Recoverable	01114		15	ug/L	Grab	Semi-Annually, twice per year				
Coliform, Fecal	74055		4	#/100mL	Grab	Semi-Annually, twice per year				
pH	00400		6.5-8.5	s u	In Situ	Semi-Annually, twice per year				
Sulfate, Total	00945		250	mg/L	Grab	Semi-Annually, twice per year				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Semi-Annually, twice per year				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Walden Woods MHP WWTF
 Permit Number: FLA011916-014-DW3P/NR
 County: Citrus
 Office: Southwest District

Monitoring Well ID: _____
 Well Type: Intermediate
 Description: IW-1, Intermediate
 Re-submitted DMR:

Report Frequency: Semi-annually
 Program: Domestic

Monitoring Period From _____ To _____

Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? Yes No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Semi-Annually, twice per year				
Nitrogen, Nitrate, Total (as N)	00620		Report	mg/L	Grab	Semi-Annually, twice per year				
Solids, Total Dissolved (TDS)	70295		Report	mg/L	Grab	Semi-Annually, twice per year				
Arsenic, Total Recoverable	00978		Report	ug/L	Grab	Semi-Annually, twice per year				
Chloride (as Cl)	00940		Report	mg/L	Grab	Semi-Annually, twice per year				
Cadmium, Total Recoverable	01113		Report	ug/L	Grab	Semi-Annually, twice per year				
Chromium, Total Recoverable	01118		Report	ug/L	Grab	Semi-Annually, twice per year				
Lead, Total Recoverable	01114		Report	ug/L	Grab	Semi-Annually, twice per year				
Coliform, Fecal	74055		Report	#/100mL	Grab	Semi-Annually, twice per year				
pH	00400		Report	s u	In Situ	Semi-Annually, twice per year				
Sulfate, Total	00945		Report	mg/L	Grab	Semi-Annually, twice per year				
Sodium, Total Recoverable	00923		Report	mg/L	Grab	Semi-Annually, twice per year				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28th of the month following the monitoring period. Facilities who submit their DMR(s) electronically through eDMR do not need to submit a hardcopy DMR. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts—A, B, and D—all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted
DRY	Dry Well
FLD	Flood disaster
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used, unless indicated otherwise in the permit or on the DMR:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign (" $<$ ") followed by the laboratory's MDL value, e.g. < 0.001 . A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative.

Resubmitted DMR: Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)

No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number, however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Sample Measurement: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units. Data qualifier codes are not to be reported on Part A.

No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.

Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

Sample Type: The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

Signature: This report must be signed in accordance with Rule 62-620 305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

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PART B - DAILY SAMPLE RESULTS

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Daily Monitoring Results: Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate
Q	Sample held beyond the actual holding time
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations

Plant Staffing: List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary

PART D - GROUND WATER MONITORING REPORT

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed

Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling

Time Sample Obtained: Enter the time the sample was taken

Sample Measurement: Record the results of the analysis. If the result was below the minimum detection limit, indicate that. Data qualifier codes are not to be reported on Part D

Detection Limits: Record the detection limits of the analytical methods used

Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources

Sampling Equipment Used: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)

Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

Signature: This report must be signed in accordance with Rule 62-620 305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed

Comments and Explanation: Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

Flow (Limited Wet Weather Discharge): Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD)

Flow (Upstream): Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements, one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit

Actual Stream Dilution Ratio: To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1

No. of Days the SDF > Stream Dilution Ratio: For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.

CBOD₅: Enter the average CBOD₅ of the reclaimed water discharged during the period shown in duration of discharge

TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

Actual Rainfall: Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.

Rainfall During Average Rainfall Year: On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.

No. of Days LWWD Activated During Calendar Year: Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year

Reason for Discharge: Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge

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**STATEMENT OF BASIS
FOR
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT**

PERMIT NUMBER: FLA011916-014

FACILITY NAME: Walden Woods MHP WWTF

FACILITY LOCATION: 10455 South Suncoast Blvd, Homosassa Springs, FL 34447
Citrus County

NAME OF PERMITTEE: GCP Walden Woods One, LLC/GCP Walden Woods Two, LLC

PERMIT WRITER: Belinda Oliver

I. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA011916-014-DW3P

Application Submittal Date: April 28, 2025

b. Type of Facility

Domestic Wastewater Treatment Plant

Ownership Type: Private

SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	0.099 mgd Three Month Average Daily Flow
Proposed Increase in Permitted Capacity:	0 mgd Three Month Average Daily Flow
Proposed Total Permitted Capacity:	0.099 mgd Three Month Average Daily Flow

d. Description of Wastewater Treatment

Operation of an existing 0.099 million gallons per day (MGD) Three-Month Rolling Average Daily Flow (3MRADF), Type III, extended aeration domestic wastewater treatment plant consisting of: one equalization basin of 24,400 gallons, two 65,000 gallon aeration basins for 130,000 gallons total volume, two clarifiers each of 15,900 gallons and 263 square feet of surface area, two chlorine contact chambers each of 11,600 gallons, and four 5,000 gallon aerobic digesters for 20,000 gallons total volume and one aerobic digester of 21,000 gallons, with all specified valves, piping, blowers and appurtenances. This plant is operated to provide secondary treatment with basic disinfection.

MODIFICATION:

- I. The construction project will involve the following:

PHASE #1:

- a. One 20,000-gallon pre-denitrification first anoxic tank
- b. One new 5,000-gallon reaeration tank
- c. Three new 5,000-gallon post anoxic tanks

PHASE #2:

- a. One additional 20,000-gallon pre-denitrification first anoxic tank
- b. One additional 5,000-gallon reaeration tank
- c. Three additional 5,000-gallon post anoxic tanks

AFTER MODIFICATION (PHASE 1)

Operation of an existing 0.099 million gallons per day (MGD) Three-Month Rolling Average Daily Flow (3MRADF), Type III, extended aeration domestic wastewater treatment plant consisting of: one equalization basin of 24,400 gallons, one 20,000 gallon anoxic tank, two 65,000 gallon aeration basins for 130,000 gallons total volume, three 5,000 gallon post anoxic tanks for 15,000 gallons total, one 5,000 gallon reaeration basin, two clarifiers each of 15,900 gallons and 263 square feet of surface area, two chlorine contact chambers each of 11,600 gallons, and four 5,000 gallon aerobic digesters for 20,000 gallons total volume and one aerobic digester of 21,000 gallons, with all specified valves, piping, blowers and appurtenances. This plant is operated to provide secondary treatment with basic disinfection.

AFTER MODIFICATION (PHASE 2):

Operation of an existing 0.099 million gallons per day (MGD) Three-Month Rolling Average Daily Flow (3MRADF), Type III, extended aeration domestic wastewater treatment plant consisting of: one equalization basin of 24,400 gallons, two 20,000 gallon anoxic tanks, two 65,000 gallon aeration basins for 130,000 gallons total volume, six 5,000 gallon post anoxic tanks for 30,000 gallons total, two 5,000 gallon reaeration tanks in series, two clarifiers each of 15,900 gallons and 263 square feet of surface area, two chlorine contact chambers each of 11,600 gallons and four 5,000 gallon aerobic digesters for 20,000 gallons total volume and one aerobic digester of 21,000 gallons, with all specified valves, piping, blowers and appurtenances. This plant is operated to provide secondary treatment with basic disinfection.

Note: The facility treatment system is designed for 0.130 MGD 3MRADF and the reuse system R-001, has a reuse capacity of 0.103 MGD AADF. However, the treatment and the reuse system operating capacity are limited to 0.099 MGD 3MRADF and 0.099 MGD AADF respectively.

- e. Description of Effluent Disposal and Land Application Sites (as reported by applicant)

Land Application R-001: An existing 0.099 MGD annual average daily flow (AADF) permitted capacity Part IV Rapid-Rate Land Application System. R-001 is a reuse system which consists of a two-cell rapid infiltration basin (RIB) of 37,000 total square feet of bottom surface area and is located approximately at latitude 28° 42' 37" N, longitude 82° 32' 58" W.

2. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

This facility is authorized to direct reclaimed water to Reuse System R-001, a rapid infiltration basin system, based on the following:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	0.099	Annual Average	62-600.700(2)(b) & 62-610.810(5) FAC
		Max	Report	Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.420(3)(a)1. FAC
		Max	30.0	Monthly Average	62-610.510 & 62-600.420(3)(a)2. FAC
		Max	60.0	Single Sample	62-610.510 & 62-600.420(3)(a)4. FAC
Solids, Total Suspended	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.420(3)(b)1. FAC
		Max	30.0	Monthly Average	62-610.510 & 62-600.420(3)(b)2. FAC
		Max	60.0	Single Sample	62-610.510 & 62-600.420(3)(b)4. FAC
Coliform, Fecal	#/100mL	Max	200	Annual Average	62-610.510 & 62-600.440(5)(a)1. FAC
		Max	800	Single Sample	62-610.510 & 62-600.440(5)(a)4. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-610.510 & 62-600.440(5)(c) FAC
Nitrogen, Nitrate, Total (as N)	mg/L	Max	Report	Single Sample	62-610.510(1) FAC
Nitrogen, Total	mg/L	Max	3.0	Annual Average	BMAP & 62-600.650(3) F.A.C.
Nitrogen, Total	mg/L	Max	Report	Single Sample	BMAP & 62-600.650(3) F.A.C.

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	0.099	3-Month Rolling Average	62-600.700(2)(b) FAC
Flow	MGD	Max	Report	Monthly Average	62-600.700(2)(b) FAC
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	62-600.405(4) FAC
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	62-600.660(1) FAC
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	62-600.660(1) FAC
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-600 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-600, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

4. IMPAIRMENT STATUS OF RECEIVING WATERS

This facility does not discharge to surface waters. However, the rapid rate land application system is located in a nutrient-impaired basin of Homosassa-Chassahowitzka Springs. When effluent is land applied it infiltrates into groundwater and has the potential to deliver nutrient loads to the aquifer and hydrologically connected surface waters. Monitoring for total nitrogen (TN) is included for R-001 in permit condition I.A.1. in order to provide reasonable assurance that the discharge to ground waters will not cause or contribute to the nutrient impairment in the basin.

5. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FLA011916-012-DW3P/NR and its associated revision FLA011916-013-DW3P/RO expired on January 11, 2025. The following changes were made to the renewed permit.

Condition I.A.1:

- a) The final limit of 3.0 mg/L for Total Nitrogen as required by the Homosassa-Chassahowitzka Springs BMAP has been put into effect since the compliance period of the administrative order AO-021SWD19 ended on January 11, 2025.
- b) Monitoring for Total Phosphorus (TP) has been removed since it is not required by the BMAP.
- c) The permittee's request to extend the compliance period of the expired AO-021SWD19 was not approved since the terms of the AO was limited by the expiration date of the permit.

Condition I.A.1 & 2:

- d) The monitoring location EFA-02 was removed from the permit since changes in the construction plans no longer mandated a new monitoring location.

Consent Order:

- e) Consent Order OGC File No. 25-1538 has been issued with an interim limit for TN Annual Average to provide time needed for the facility to continue to operate while complying with regulatory requirements.

6. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to a biosolids treatment facility or disposed of in a Class I solid waste landfill.

See the table below for the rationale for the biosolids quantities monitoring requirements.

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Monitoring Frequency	All Parameters				62-640.650(5)(a) FAC

7. GROUND WATER MONITORING REQUIREMENTS

Ground water monitoring requirements have been established in accordance with Chapters 62-520, 532, 601, 610, and 620, F.A.C.

8. PERMIT SCHEDULES

A schedule is not included in the wastewater permit.

9. INDUSTRIAL PRETREATMENT REQUIREMENTS

At this time, the facility is not required to develop an approved industrial pretreatment program. However, the Department reserves the right to require an approved program if future conditions warrant.

10. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

This permit is not accompanied by an AO, and the permittee has not entered CO OGC File No. 25.1538 with the Department that affects this permit.

11. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

12. THE ADMINISTRATIVE RECORD

The administrative record including application, statement of basis and additional information is available for public inspection during normal business hours at the location specified in item 14. Copies will be provided at a minimal charge per page.

13. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Notice of Permit Issuance

November 2025

14. DEP CONTACT

Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:

Belinda Oliver, E.I.
Engineering Specialist
Southwest District Office

13051 N Telecom Pkwy, Suite 101
Temple Terrace, Florida, FL 33637-0926

Telephone No.: (813) 470-5871

Exhibit 1b

WASTEWATER TARIFF

GCP Walden Woods One, LLC and GCP Walden
Woods Two, LLC

NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

GCP Walden Woods One, LLC and GCP Walden
Woods Two, LLC

NAME OF COMPANY

7193 West Walden Woods Drive

Homosassa FL 34446

(ADDRESS OF COMPANY)

352-795-7603

(Business & Emergency Telephone Numbers)

ISSUING OFFICER

TITLE

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

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ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER: _____

COUNTY: Citrus _____

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
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ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

The wastewater service territory consists of the Walden Woods community and associated service areas located in Citrus County, Florida, as authorized under the Company's Certificate of Authorization issued by the Florida Public Service Commission.

The service area generally includes all residential lots, common areas, and appurtenant facilities within the Walden Woods development, including internal roadways, amenities, and utility easements constructed as part of the community's wastewater collection and treatment system.

Said territory includes all areas where wastewater collection and transmission facilities have been installed or are planned to be installed by the Utility for the purpose of providing wastewater service to customers within the certificated service area.

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

	County Name	Development Name	Rate Schedule(s) Available	Sheet No.
Citrus		GCP Walden Woods One, LLC	GS, RS	
Citrus		GCP Walden Woods Two, LLC	GS, RS	
Citrus		Walden Woods South	GS, RS	

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is GCP Walden Woods One, LLC and GCP Walden Woods Two, LLC .
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 ARATE@ - Amount which the Company may charge for wastewater service which is applied to the Customer=s water consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, AService@ shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
 - 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
 - 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.
-

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
 GCP Walden Woods Two, LLC

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
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(Continued to Sheet No. 6.1)

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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Unauthorized Connections - Wastewater	10.0	19.0

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled AYour Water and Wastewater Service,@ prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued on Sheet No. 9.0)

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

(Continued from Sheet No.8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

(Continued on Sheet No. 10.0)

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.
-

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

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ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$0.00
3/4"	\$
1"	\$
1 1/2"	\$
2"	\$
3"	\$
4"	\$
6"	\$
8"	\$
10"	\$
Charge per 1,000 gallons	\$0.00

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD -
- RATE -

Base Facility Charge

All Meter Sizes	\$ 0.00
Charge per 1,000 gallons 10,000 cap	\$ 0.00

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING -
-

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	No Deposit	No Deposit
1"	No Deposit	No Deposit
1 1/2"	No Deposit	No Deposit
Over 2"	No Deposit	No Deposit

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a).

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING -

TITLE

ISSUING OFFICER

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Charge	\$ _____
Normal Reconnection Charge	\$ _____
Violation Reconnection Charge	\$Actual Cost (1)
Premises Visit Charge (in lieu of disconnection)	\$ _____

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE -

TYPE OF FILING -

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

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ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY CHARGES

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

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ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

ISSUING OFFICER

TITLE

Exhibit 17

WATER TARIFF

GCP Walden Woods One, LLC and GCP Walden
Woods Two, LLC

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

GCP Walden Woods One, LLC and GCP Walden
Woods Two, LLC

NAME OF COMPANY

7193 West Walden Woods Drive

Homosassa FL 34446

(ADDRESS OF COMPANY)

352-795-7603

(Business & Emergency Telephone Numbers)

ISSUING OFFICER

TITLE

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC **Error!**
Reference source not found.

WATER TARIFF

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ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC **Error!**
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WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - Citrus

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type
Grandfather Certificate

ISSUING OFFICER

TITLE

GCP Walden Woods One, LLC and
GCP Walden Woods Two, LLC **Error!**
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WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

The water service territory consists of the Walden Woods community and associated service areas located in **Citrus County, Florida**, as authorized under the Utility's Certificate of Authorization issued by the Florida Public Service Commission.

The service area includes all residential lots, common areas, road rights-of-way, amenities, and utility easements within the Walden Woods development where water distribution facilities have been constructed or are available for service.

Said territory includes all areas in which the Utility has installed or is authorized to install water distribution facilities for the purpose of providing potable water service to customers within the certificated service area.

The territory served includes all areas where the Utility's potable water distribution system has been installed or is authorized to be installed pursuant to the Utility's Certificate of Authorization issued by the Florida Public Service Commission.

ISSUING OFFICER

TITLE

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WATER TARIFF

COMMUNITIES SERVED LISTING

County Name	Development Name	Rate Schedule(s) Available	Sheet No.
Citrus	GCP Walden Woods One, LLC	GS, RS	
Citrus	GCP Walden Woods Two, LLC	GS, RS	
Citrus	Walden Woods South	GS, RS	

ISSUING OFFICER

TITLE

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WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is _____.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 ARATE@ - Amount which the Company may charge for water service which is applied to the Customer=s actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, AService@ shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No.5.1)

ISSUING OFFICER

TITLE

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WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

ISSUING OFFICER

TITLE

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WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation.....	8.0	11.0
Continuity of Service.....	8.0	9.0
Customer Billing.....	9.0	16.0
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Extensions	7.0	6.0
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General Information.....	7.0	1.0
Inspection of Customer's Installation.....	9.0	13.0
Limitation of Use	8.0	10.0
Meter Accuracy Requirements	10.0	24.0
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Payment of Water and Wastewater Service Bills Concurrently.....	10.0	18.0

(Continued to Sheet No. 6.1)

 ISSUING OFFICER

 TITLE

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WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service.....	7.0	5.0
Right-of-way or Easements	9.0	15.0
Termination of Service.....	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Water	10.0	19.0

ISSUING OFFICER

TITLE

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WATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.
- The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled AYour Water and Wastewater Service,@ prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

 ISSUING OFFICER

 TITLE

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WATER TARIFF

(Continued from Sheet No. 7.0)

9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

11.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

ISSUING OFFICER

TITLE

Error! Reference source not found.

WATER TARIFF

(Continued from Sheet No. 8.0)

- 13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

- 15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

- 16.0 CUSTOMER BILLING - Bills for water service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

 ISSUING OFFICER

 TITLE

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WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

 ISSUING OFFICER

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WATER TARIFF

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General Service, GS.....	12.0
Meter Test Deposit	15.0
Miscellaneous Service Charges	16.0
Residential Service, RS.....	13.0

ISSUING OFFICER

TITLE

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WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$0.00
3/4"	\$0.00
1"	\$0.00
1 1/2"	\$0.00
2"	\$0.00
3"	\$0.00
4"	\$0.00
6"	\$0.00
8"	\$0.00
10"	\$0.00
Charge per 1,000 gallons	
First 27,000 gallons	\$0.00
Next 9,000 gallons	\$0.87 per 1000
Over 36,000 gallons	\$0.00

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

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TITLE

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WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD -
- RATE -

Base Facility Charge

All Meter Sizes	\$0.00
Charge per 1,000 gallons	
First 27,000 gallons	\$0.00
Next 9,000 gallons	\$0.87 per 1000
Over 36,000 gallons	\$0.00

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING -

ISSUING OFFICER

TITLE

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WATER TARIFF

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	No Deposit	No Deposit
1"	No Deposit	No Deposit
1 1/2"	No Deposit	No Deposit
Over 2"	No Deposit	No Deposit

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING -

ISSUING OFFICER

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WATER TARIFF

METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$0.00
1" and 1 1/2"	\$0.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING -

ISSUING OFFICER

TITLE

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WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

<u>Schedule of Miscellaneous Service Charges</u>	
Initial Connection Charge	\$0.0
Normal Reconnection Charge	\$0.00
Violation Reconnection Charge	\$Actual Cost (1)
Premises Visit Charge (in lieu of disconnection)	\$0.00

EFFECTIVE DATE -

TYPE OF FILING -

ISSUING OFFICER

TITLE

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WATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
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Service Availability Policy	18.0

ISSUING OFFICER

TITLE

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WATER TARIFF

SERVICE AVAILABILITY POLICY

Water service shall be available to all customers within the Utility's certificated service area at Walden Woods, subject to the following conditions:

1. Proximity to Facilities

Service will be provided where water mains and collection facilities are available or can be made available without undue cost or delay.

2. Application for Service

Each prospective customer shall make application for service and comply with all applicable rules, regulations, and requirements of the Utility.

3. Connection Requirements

The applicant shall be responsible for installing and maintaining all necessary service lines and connections from the customer's premises to the Utility's point of connection, in accordance with applicable codes and Utility specifications.

4. Capacity and System Limitations

Service is subject to the availability of adequate treatment, transmission, and collection capacity within the Utility's water system.

5. Compliance with Regulations

All connections and usage shall comply with applicable federal, state, and local regulations, including but not limited to those of the Florida Department of Environmental Protection (FDEP) and the Florida Public Service Commission (PSC).

6. Developer / Extension of Facilities

Where facilities are not available, service may be provided upon extension of the system. Any required extensions shall be constructed in accordance with Utility standards and may be subject to agreements regarding cost responsibility, contributions-in-aid-of-construction (CIAC), or developer-installed facilities.

7. Right of Refusal

The Utility reserves the right to refuse service if the applicant fails to comply with the Utility's rules, applicable laws, or if service would adversely affect system operations or other customers.

Service is limited to customers located within the Walden Woods development and such additional areas as may be approved by the Florida Public Service Commission.

ISSUING OFFICER

TITLE

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WATER TARIFF

SERVICE AVAILABILITY CHARGES

NONE

ISSUING OFFICER

TITLE

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WATER TARIFF

INDEX OF STANDARD FORMS

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COPY OF CUSTOMER'S BILL	22.0

ISSUING OFFICER

TITLE

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WATER TARIFF

APPLICATION FOR WATER SERVICE

ISSUING OFFICER

TITLE

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WATER TARIFF

COPY OF CUSTOMER'S BILL

Not applicable.

ISSUING OFFICER

TITLE

Walden Woods
 7193 West Walden Woods Drive
 Homosassa, FL 34446

EXHIBIT 18



7186 W Walden Woods Drive
 Homosassa, FL 34446

Walden Woods

352-382-5704

Account Number	Site/Unit	Due Date
10023860	0002	Jan. 1, 2026

Amount Due	Amount Paid
\$0.87	

12/16/2025 07:47:18 AM

Please Return The Top Portion With Your Payment. 'DO NOT STAPLE'. Make Checks Payable to Walden Woods

ACCOUNT SUMMARY : Site/Unit# 0002 Due Jan. 1, 2026 Office Phone 352-382-5704

Service	Amount	Service Dates		Meter Readings		Diff	Multiplier	Usage	Units	Previous Month	
		From	To	Previous	Current					Usage	Amount
Water	\$0.87	9/15/25	12/1/25	284850	312140	27290	0.001	27.29	1000 Gals	0	\$0.00
Total Due	\$0.87										

UTILITY DETAIL

Water	Usage/Vol	Rate	Total
First 27,000 Gallons	27.00	0.00000	\$0.00
Next 9,000 Gallons	0.29	3.00000	\$0.87
Above 36,000 Gallons	0.00	5.00000	\$0.00
Subtotal	27.29	-	\$0.87
Total			\$0.87

**PROSPECTUS
WALDEN WOODS NORTH**

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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I. NAME AND ADDRESS OF COMMUNITY

The name and address or location of the manufactured home community ("Community") is WALDEN WOODS NORTH, 7193 W. Walden Woods Drive, Homosassa, Florida, 34446.

II. RECEIPT OF NOTICES AND DEMANDS

The name and address of the person authorized to receive notices and demands on the Community Owner's behalf is:

Chief Operating Officer
Sun Communities, Inc.
27777 Franklin Road, Suite 300
Southfield, MI 48034

III. COMMUNITY PROPERTY DESCRIPTION

The following is a description of the Community property:

See Attached Exhibit "E-1" for legal description

a. Number of lots: The Community consists of 213 mobile home lots. Additional lots may be developed in the future.

b. Approximate size of each lot: Sizes vary depending on location in the Community. The approximate size of each lot is as follows, but no representation is made that the average size is the size of a particular lot: Lot 1 (Block A): 56' x 107' x 82'; Lots 2-5 (Block A): 53' x 92'; Lots 11-18 (Block A): 54' x 92'; Lots 1-2 (Block B): 60' x 91'; Lots 3-26 (Block B): 54' x 91'; Lots 1-2 and 10-11 (Block C): 60' x 91'; Lots 7-9 and 12-14 (Block C): 53' x 91'; Lot 1 (Block D): 29' x 61' x 122' x 60'; Lot 2 (Block D): 60' x 106'; Lots 3-6 (Block D): 53' x 92'; Lot 9 (Block D): 66' x 60'; Lots 10-16 (Block D): 91' x 53'; Lot 17 (Block D): 91' x 67'; Lot 18 (Block D): 75' x 92'; Lots 19-26 (Block D): 53' x 92'; Lot 27 (Block D): 105' x 97' x 92' x 42'; Lot 28 (Block D): 105' x 60' x 151'; Lot 29 (Block D): 103' x 52'; Lot 30 (Block D): 103' x 58'; Lot 31 (Block D): 60' x 81'; Lots 1 and 4 (Block E): 60' x 91'; Lots 2-3 (Block E): 63' x 91'; Lots 6-12 and 16-19 (Block F): 53' x 100'; Lot 20 (Block F): 99' x 53'; Lots 21-28 (Block F): 95' x 53'; Lot 29 (Block F): 100' x 53'; Lot 30 (Block F): 100' x 26' x 53'; Lot 31 (Block F): 53' x 35' x 74'; Lots 32-34 and 38-44 (Block F): 53' x 95'; Lots 1 and 12 (Block G): 90' x 84'; Lots 2-11 and 13-19 (Block G): 90' x 53'; Lots 1-20 (Block H): 90' x 53'; Lots 1-20 (Block I): 90' x 53'; Lots 1-20 (Block J): 90' x 53'; Lots 1, 3-9 and 11-19 (Block K): 90' x 53'; Lots 2 and 10 (Block K): 90' x 84'. Several lots in the Community (such as, for example, corner lots, lots bordering on common areas and other lots not conforming to the typical lot pattern in the Community) vary substantially in size and dimensions from the average lot in the Community.

c. Setback requirements and minimum separation distance between manufactured homes as currently required by law: 10' between structures, 10' from street; and 8' from rear lot line (10' on perimeter lots).

The requirements quoted above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, any such requirements may be modified or replaced. No representation is made as to the interpretation of the setback and separation requirements set out above, nor as to the continuing applicability of such requirements after the Filing Date (the date this prospectus was filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes). Prospective manufactured homeowners in the Community are advised to inquire with the above-referenced authorities with respect to these matters.

d. Maximum number of lots that will use shared facilities of the Community is: 500. All improvements have been completed. The variation between the number of lots and the maximum number of lots that will use shared facilities of the Community is based upon the potential future development of the Community.

IV. RECREATIONAL AND COMMON FACILITIES

A description of the recreational and other common facilities, if any, that currently exist and that will be used by the manufactured homeowners follows:

- The number of buildings: One
- Building (name): Clubhouse
- a. Each room thereof: Meeting Room, Billiards Room, Fitness Room, Kitchen, Restrooms, and Storage Room
- b. Intended purposes: Activity and meeting center for homeowners
- c. Location: Northwest Corner of Community
- d. Approximate floor area: Approximately 3,300 square feet
- e. Capacity (number of people): Approximately 115
- f. Days and hours of operation: 9:00 a.m. to 10:00 p.m. daily and at other hours upon special request and manager approval

The Community has one (1) swimming pool:

- a. Swimming Pool Location: Adjacent to the clubhouse
- b. Approximate size: 20 ft. x 40 ft.
- c. Approximate deck size: 4' around the pool
- d. Depth: 3 (shallow end); 5 ft. (deep end)
- e. Capacity (number of people): 25
- f. The pool may be heated to a temperature determined in the sole discretion of management.
- g. Days and hours of operation: Daily from one half-hour after sunrise to one half-hour before sunset and at other hours upon special request and manager approval. Pool regulations and hours are posted. The pool may be restricted at certain times for exercise class or other group activities. The pool areas are for the use of homeowners and their guests only. The pool has no lifeguard. Anyone using the pool does so at their own risk! Please do not swim alone.

The Community will have one (1) spa:

- a. Spa location: Next to pool
- b. Approximate size: 8' in diameter
- c. Approximate deck size: 4' around spa

- d. Depth: 2 ½'
- e. Capacity: 5
- f. Days and hours of operation: Daily from one half-hour after sunrise to one half-hour before sunset and at other hours upon special request and manager approval
- g. The spa may be heated to a temperature determined in the sole discretion of Management.

In addition to the Clubhouse, there are four (4) shuffleboard courts adjacent to the Clubhouse and pool to serve the residents of the Community. The shuffleboard courts shall be available for use by the residents daily sunrise to sunset and at other hours upon special request and manager approval.

Additionally, in the north central portion of the Community, there will be one (1) tennis court and one (1) miniature golf putting green. These recreational facilities only will be shared with residents of the adjacent Community, Walden Woods. These facilities will be available for use by residents daily 9:00 a.m. to 5:00 p.m. and at other hours upon special request and manager approval.

The items of personal property available for use by the manufactured homeowners include all shuffleboard equipment and all personal property located in the Clubhouse that is intended for the shared use of all residents such as the furniture, pool table equipment, and kitchen equipment (but not including the personal property intended solely for use in the management of the Community, such as the items in the manager's office).

Management has no obligation to replace or repair any of the foregoing personal property. The manufactured homeowners and their guests use the foregoing personal property at their own risk.

Only registered guests are permitted to use the recreational facilities. Manufactured homeowners are responsible for the safety and conduct of their guests. Visiting children must be accompanied by a person age 18 or over when using the recreational facilities of the Community Management shall have final say on use of the facilities in case of a dispute.

All facilities described in this Section IV have been completed. The Community Owner reserves the right from time to time to alter or change any of the foregoing recreational facilities by the removal, relocation, or alteration, of all existing facilities or the construction of new facilities. The hours and rules for the use of all facilities may be changed from time to time by giving homeowners at least ninety (90) days notice.

Additionally, the Community Owner also reserves the right from time to time to use any or all of the recreational facilities and to allow its stag guests, and licensees to use such facilities for such activities as the Community Owner deems proper. However, the Community Owner will make a good faith effort not to schedule in such a way that would conflict with an activity previously scheduled by the manufactured homeowners.

The Community Owner may, from time to time, close the foregoing facilities on a temporary basis for the purposes of maintenance, alteration, improvements, or any other reasonable purpose. One or more of the above facilities may become unavailable in the event of natural or man-made disaster, including fire, flood, storm, earthquake, war, civil disturbance, or any other circumstances reasonably beyond the control of the Community Owner or the party providing such facility, including strike, repair, replacement or theft of equipment and intervention by governmental authority. Damage or destruction of the foregoing facilities shall not cause the lot rent to abate.

All persons who enter or live in the Community do so at their own risk. The Community and management absolve themselves from all liability or responsibility pertaining to loss by accident, property damage, fire, theft, or any other loss whatsoever.

Manufactured homeowners and guests avail themselves of the foregoing facilities at their own risk. Manufactured homeowners are responsible for damages caused by their family and guests and agree to hold the Community Owner and its agents harmless from any such damage claims.

V. COMMUNITY MANAGEMENT AND MAINTENANCE

Management of the Community and maintenance and operation thereof is the responsibility of the Community Manager. The Community Manager's office is located in the management office at the clubhouse of Walden Woods at 7193 West Walden Woods Drive, Homosassa, FL 34446, and has posted days and hours of operation. All questions and problems concerning Community operation should be directed to the Community Manager.

VI. MANUFACTURED HOMEOWNER REQUIRED IMPROVEMENTS

Improvements, whether temporary or permanent, which are required to be installed by the manufactured homeowner as a condition of his/her occupancy in the Community are: Brick skirting, attached utility shed, carport, concrete or paver driveway, concrete or paver patio, irrigation, fully sodded lawn, concrete steps and central air conditioning, all of which are to be consistent with current improvements in the Community. Each manufactured homeowner is required to maintain those improvements in good and clean condition. All additions or changes to the original manufactured home and its exterior aluminum and concrete package must have prior written approval from management (this is to maintain uniformity of the Community). No tenancies were in existence as of June 4, 1984.

The Community Owner does not maintain a manufactured homeowner's lawn, trees and shrubs, or premises in any manner. The Community Owner will not be liable for damage to manufactured homeowner's manufactured home or other property as a result of falling trees, limbs, or other debris. The manufactured homeowner will be subject to payment of the costs of lawn maintenance or tree and shrub trimming, and/or removal if necessary (which, in that event, would be included in the lot rental amount as an additional charge) and eviction if the manufactured homeowner fails to maintain his/her lot and home within the standards set forth in the Community Rules and Regulations.

At any time, regardless of whether a manufactured home is being sold or not, in order to maintain the quality of the Community, the Community Owner may require removal from the Community of any manufactured home that is not or cannot be maintained to meet the Community's established standards and any such removal shall be carried out in accordance with Section 723.061, Florida Statutes. The "established standards" require that the lot must be clean and well landscaped and the exterior of the home must appear neat, clean, and free of rust, chipping paint, and similar conditions indicating poor maintenance.

VII. UTILITIES AND OTHER SERVICES

Utilities, sewage and waste disposal, cable television, water supply, storm drainage, and the person or entity furnishing each will be provided as follows:

Water and Sewage: Water and sewage disposal are currently provided by the Community Owner through a water well and waste water treatment plant. Charges for water and sewer services are assessed to each home owner as separate lot rental amount fees based on water consumption as determined by a water meter installed on the Home Owner's lot, at rates established by the Florida Public Service Commission (PSC). In the event that a municipality, other government or agency thereof, private utility company, or any entity providing water and sewage disposal service ("Other Supplier") supplies water and sewage disposal service directly to the manufactured homeowners, the manufactured homeowners shall be responsible for and pay for monthly usage fees and other fees, including any connection, impact or tap fees, all as established by the Other Supplier. Responsibility for water and sewage lines in the Community up to the lot line only is the responsibility of the Community Owner. The in-ground connection and the lines for water and sewage inside the manufactured homeowner's lot line are the manufactured homeowner's responsibility.

Responsibility for water and sewage lines in the Community up to the lot line only is the responsibility of the Community Owner. The in-ground connection and the lines for water and sewage inside the manufactured homeowner's lot line are the manufactured homeowner's responsibility.

Waste Disposal: Waste disposal is collected curbside and is provided by Advanced Disposal, a third party waste disposal service provider, or another local provider of Homeowner's choosing. The fee for such waste disposal is a matter of contract between the manufactured homeowner and Advanced Disposal (any increases in waste disposal fees will be as a result of the waste disposal company raising its rates and will be the responsibility of the manufactured homeowner). The fee for waste disposal is not included in the lot rental amount.

Cable Television: Cable TV service is available from various providers and is the responsibility of the individual manufactured homeowner. The fee for such service is a matter of contract between the manufactured homeowner and the cable TV company (any increases in the cable TV fees will be as a result of that company raising its rates and will be the responsibility of the manufactured homeowner). The fee for cable TV is not included within the lot rental amount.

Storm Drainage: Storm drainage is provided and maintained by the Community through a system of in-ground drainage systems, together with natural run-off. Presently, storm drainage is included in the base rental amount. However, should any assessment by a governmental agency be imposed, that assessment or fee will be the responsibility of the manufactured homeowner on a pro-rata basis.

Electricity: Electric power is provided by Withlacoochee River Electric Co-op Inc. Electric usage is billed directly to the manufactured homeowner and is the manufactured homeowner's sole responsibility. The electric company is responsible for the electric lines to the meter, including the meter. The main breaker, electrical lines to the manufactured home from the meter or any other connection outside the manufactured home, including utility shed connections and outside receptacles, are the manufactured homeowner's responsibility. A light may be installed in the future on individual lots at the time of home purchase if the Community decides to do so and in that event the manufactured homeowner on the lot upon which the light is situated shall be responsible for electricity used and maintenance of the light. The fee for electricity is not included within the lot rental amount.

Changes in Utilities and Other Services: The description of the utilities and other services at the Community set forth above reflect the manner in which such services are provided and charged, as well as the parties responsible for the maintenance of the facilities necessary to provide such services, as of the filing date of this Prospectus. The Community Owner reserves the right, upon ninety (90) days prior written notice to each affected manufactured homeowner in the Community, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Community, 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 manufactured homeowners within the Community may be billed separately for utilities or services that are billed to the Community as of the filing date and/or may be responsible for maintenance of utility facilities that are currently the responsibility of the Community as of the filing date of this Prospectus.

VIII. LOT RENTAL AMOUNT

A. DEFINITIONS

1. The term "base rent" is defined as part of the lot rental amount, but excludes user fees, pass-ons, pass-throughs, and other fees and charges set out herein.
2. The term "lot rental amount" means all financial obligations except user fees which are required as a condition of the tenancy. The homeowner will be notified ninety (90) days in advance of any increase in the lot rental amount.
3. The term "pass-through charge" means the manufactured homeowner's proportionate share of the necessary and actual costs and impact or hookup fees for a governmentally mandated capital improvement, which

may include the necessary and actual direct costs and impact of hookup fees incurred for capital improvements required for public or private regulated utilities.

4. The term "user fees" means those amounts charged in addition to the lot rental amount for non-essential optional services provided by or through the Community Owner to the manufactured homeowner under a separate written agreement between the manufactured home- owner and the person furnishing the optional service or services.

5. The term "manufactured homes" includes mobile homes as defined and used in Florida Statutes, Chapter 723.

6. The term "Community" includes Park as defined and used in Florida Statutes, Chapter 723.

7. The term "Community Owner" includes Park Owner as defined and used in Florida Statutes, Chapter 723.

B. BASE RENT

The base rent for your lot beginning at the time stated in the attached lease is \$ _____ per month.

C. INCREASES IN BASE RENT

Annual monthly base rental increases for calendar years subsequent to the initial year will be based on no less than \$ _____ or the increases in the Consumer Price Index (as determined by the U.S. Government at the nearest reporting period prior to the rent increase notice), whichever is greater, and the increase in taxes or assessments, as below described. The Consumer Price Index is defined as the United States Department of Labor Consumer Price Index, U.S. City Average, All Urban Consumers, 1967 equals 100, or should such Consumer Price Index be discontinued by the U.S. Department of Labor, such other index that measures the cost of living and is reasonably related to this Consumer Price Index ("CPI"). Base rent will also be increased in calendar years subsequent to the initial year by any increase in real estate or other taxes and assessments, ad valorem and non ad valorem, by a federal, state, or local government. Such increases in taxes or assessments will be based on a prorata computation among all lots in the Community and will be charged to all manufactured homeowners to whom this prospectus is applicable. Lease renewals will become effective the first day of January of each year thereafter in accordance with the lease. The manufactured homeowner shall be notified of the increase in the base rent at least ninety (90) days prior to the increase.

D. DIFFERENT BASE RENTS

Different base rents for lots within the Community can be charged in the sole discretion of the Community Owner.

E. RESALE ASSUMPTION

The Community Owner may increase the base rent to be paid by a resale buyer of a manufactured home in the Community upon the expiration of the assumed rental agreement (December 31) without regard to other lot rental amounts in an amount deemed appropriate by the Community Owner so long as such increase is disclosed to the purchaser prior to his occupancy, and the purchaser agrees to the increase in writing. The Community Owner intends on using the factors as set out in VIII(G) in arriving at the base rate for a purchaser for the January 1st after the purchase. Thereafter, until a new sale is made, base rent will be increased as set out in VIII(C) above. The manufactured homeowner shall be notified of the increase in base rent at least ninety (90) days prior to the increase.

F. OTHER FEES CHARGED TO HOMEOWNER

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

(1) Lot and lawn maintenance is the responsibility of the individual manufactured homeowner. In the event that lawn maintenance is not performed by the individual manufactured homeowner, the Community Owner may maintain such lot and the manufactured homeowner shall be responsible for the cost to the manufactured home Community of maintaining the lot and lawn. That cost is currently \$ _____ per cutting.

(2) Tree trimming and/or removal is the responsibility of the individual manufactured homeowner if that tree is located on the leased lot. Trees will not be trimmed or removed without the management's written permission. If the manufactured homeowner refuses to trim and/or remove the tree, then the Community Owner may do so and bill the manufactured home owner the amount of services in the following month's rent. The charge for tree trimming and/or removal is \$ _____.

(3) Water and sewage are the responsibility of the individual manufactured home owner as described herein. The manufactured home owner will be charged for water and sewer for a given month based on individually metered water consumption at rates established by the Florida Public Service Commission.

(4) A late payment charge of \$ _____ will be charged for any payments not received in full by the fifth day of the month, and an additional charge of \$ _____ will be assessed for any payments not received in full by the fifteenth day of the month.

(5) An NSF Payment fee of \$ _____ will be charged for any payment which is returned for insufficient funds.

(6) A lease processing fee of \$ _____ will be charged by the Community Owner to cover the cost of work performed by Community Management in preparing the lease and related documents for signature by a prospective purchaser prior to the execution of a lease.

(7) The manufactured homeowner shall pay an extra resident fee of \$ _____ per person per month for guests visiting beyond fifteen (15) consecutive days or more than thirty (30) total days per year.

(8) The manufactured homeowner will be charged a debris removal fee if the manufactured homeowner refuses, or for any other reason is unable, to comply with that Section. The charge for that service is \$ _____.

(9) The manufactured homeowner shall also be responsible for governmental assessments, fees, surcharges, and charges in accordance with Section VIII(J). Such taxes and/or assessments shall be allocated equally among all lots and shall be billed annually to the manufactured homeowner.

G. FACTORS USED TO INCREASE LOT RENTAL AMOUNT (EXCLUDING BASE RENT EXCEPT AS DESCRIBED IN VIII(E)).

Fees, charges, and other costs to the manufactured homeowner will be charged or increased, as the case may be, as a result of increased costs to the Community Owner attributable to increases in utility rates and usage, tap-in fee requirement(s) into a utility system, fluctuation in property value, property taxes, and increases in city, county, state, or federal, governmental assessments, costs of living increases (cost of living increases are defined as the increases in the Consumer Price Index as defined in Section VIII(C) allocated to services provided by or on behalf of the Community Owner); repair, maintenance, management, construction, and future market and economic conditions. (Base rent set out in Paragraph B will be increased in accordance with Paragraphs C and E.) The manufactured homeowner shall be notified of the increase in lot rental amount at least ninety (90) days prior to the increase.

Prevailing "market conditions" is intended to refer to those other charges in comparable communities, rents, or charges willingly paid from time to time by homeowners of such communities and this Community. For this purpose, a community will be deemed comparable if it is located in Citrus County, Florida, or adjacent counties, and offers similar densities, amenities, and services.

Prevailing "economic conditions" is intended to refer to cost of operation and to those other factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the base rental and other charges or increases in amounts thereof. These factors include:

- a. The costs attendant to the replacement of the Community in the economic environment existing at the time of the establishment of a charge or an increase, including without limitation, land acquisition costs, construction costs, and losses associated with the operation of the Community prior to full capacity, and the level at which the lot rental must be established in order that the Community Owner will realize a reasonable ("reasonable is defined as not being capricious, arbitrary, and inconsistent with Chapter 723, Florida Statutes) rate of return on the cost referred to in this clause;
- b. The levels of interest rates and other financing charges associated with construction, interim and permanent financing;
- c. The availability of alternative forms of real estate investments which, absent the charge or increase in question, might reasonably be expected to yield a greater rate on investment capital;
- d. The levels of the U.S. Department of Labor Consumer Price Index measuring the value of the U.S. dollar (defined as the United States Department of Labor Consumer Price Index, U.S. City Average, All Urban Consumers, 1967 equal 100, or should such Consumer Price Index be discontinued by the U.S. Department of Labor, such other index that measures the cost of living and is reasonably related to this Consumer Price Index); and
- e. A reasonable rate of return on the market value of the property.

An increase in one or more of the above factors may result in an increase in the lot rental amount to the manufactured homeowner.

H. PASS-THROUGH CHARGES

The mobile home owner may be responsible for pass-through charges, which are the manufactured homeowner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact, connection or hookup fees incurred for capital improvements required for public or private utilities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the Community, 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 Community.

Any waiver of these charges by the Community Owner in a given year does not waive the Community Owner's right to charge for subsequent years.

I. PASS-ON CHARGES

No charge may be collected that results in payment of money for sums previously collected as part of the lot rental amount. The provisions hereof notwithstanding, the Community Owner reserves the right to pass on, at any time during the term of the lot rental agreement, ad valorem property taxes, non-ad valorem assessments, and utility charges, or increases of any of these, provided that the ad valorem property taxes, non-ad valorem assessments, and the utility charges are not otherwise being collected in the remainder of the lot rental amount, and provided further that the passing on of such ad valorem taxes, non-ad valorem assessments, or utility charges, or increases of any of these, was disclosed prior to tenancy, was being passed on as a matter of custom between the Community Owner and the manufactured homeowner, or such passing on was authorized by law. Such ad valorem taxes, non-ad valorem assessments, and utility charges shall be a part of the lot rental amount as defined herein.

Any waiver of these charges by the Community Owner in a given year does not waive the Community Owner's right to charge for subsequent years.

J. GOVERNMENTAL ASSESSMENTS, FEES, SURCHARGES AND CHARGES

The Community Owner reserves the right to pass on any non-ad valorem taxes, utility charges, fees, surcharges, assessments, or increases of these which are assessed or mandated by any city, county, or state government or agency. This pass-on amount shall be a part of the lot rental amount as defined herein. Any pass-on charges resulting from this paragraph will be allocated equally among all lots and billed annually to the manufactured homeowner.

Any waiver of these charges by the Community Owner in a given year does not waive the Community Owner's right to charge for subsequent years.

K. DESTRUCTION OF MANUFACTURED HOME

If a manufactured home is substantially destroyed by fire or storm, the manufactured homeowner shall promptly remove all debris from the lot and take all other action required to render the lot fully tenantable for another manufactured home. If the manufactured homeowner fails to do this within thirty (30) days after demand by the Community, the Community shall have the right to remove such debris and to charge the manufactured homeowner the reasonable cost thereof. Damage to or destruction of a manufactured home shall not cause rent to abate.

IX. USER FEES

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

"User fees" are defined as those amounts charged in addition to lot rental amount for nonessential optional services provided by or through the Community Owner to the manufactured homeowner under a separate written agreement between the manufactured homeowner and the person furnishing the optional service or services.

User fees will be increased based upon the factors which are considered for increases in fees, charges, and other costs set out in Section VIII(G) of this Prospectus. Notice of an increase or change in user fees will be provided to the manufactured homeowner five (5) days prior to the increase. Notice of increase will be given by posting a notice at the clubhouse, or at the manager's office, or personal delivery, or by U.S. Mail. Notice by U.S. Mail shall be deemed effective upon delivery to the Post Office.

The Community as of the delivery date of this Prospectus does not provide non-essential or optional services, and does not charge or levy user fees but reserves the right to do so. To the extent it does so in the future, Exhibit E-5 will be the form of the user fee agreement.

The costs of all other services required by the homeowner are solely the homeowner's responsibility. Any new services not presently provided which might in the future be provided to home owners shall be the subject of a user fee and a separate agreement.

X. COMMUNITY RULES AND REGULATIONS

The Community Rules and Regulations are set out in Exhibit E-4 and are incorporated herein by reference. The Community Owner can refuse to accept a prospective home buyer who does not meet the qualifications for residency required by the management in the Rules and Regulations. If a purchaser of a manufactured home in the Community fails to qualify and to obtain approval to become a tenant in accordance with the Rules and Regulations, that shall be a ground for eviction.

Community Rules and Regulations shall be set, changed, or promulgated in the following manner:

a. Current Community Rules and Regulations in effect governing manufactured home owners' behavior, guest procedures, times for using recreational facilities, and any other rules are as set forth in the exhibit attached to this Prospectus.

b. Rules and Regulations changes, and adoption of new Community Rules and Regulations will be made in accordance with Florida Statutes, Chapter 723.

XI. ZONING CLASSIFICATION

Existing zoning classification of the Community property is HDR with PD overlay. The permitted use under the classification is rental manufactured home community.

XII. ZONING

The nature and type of zoning under which the manufactured home Community operates and the name of the zoning authority which has jurisdiction over the land comprising the manufactured home Community are: HDR with PD overlay, rental manufactured home community; Citrus County, Florida. At the time of this prospectus filing no definite plans exist for changing the existing land use.

XIII. EXHIBITS

Exhibits to this Prospectus include:

- a. Legal Description. Exhibit E-1.
- b. A copy of the manufactured home Community layout showing the location of the recreation areas and other common areas. Exhibit E-2.
- c. A copy of the lease agreement to be offered for rental of manufactured home lots. Exhibit E-3.
- d. A copy of the Rules and Regulations of the Community. Exhibit E-4.
- e. A copy of the User Fee Agreement. Exhibit E-5.
- f. A copy of the Guest Registration Form. Exhibit E-6.

The Community reserves the right to amend this Prospectus or any exhibits thereto from time to time to the extent permitted or required by law, including but not limited to changes in relevant statutory provisions and changes in relevant rules of the Department of Business and Professional Regulation or any other agency having jurisdiction over the operation of this Community.

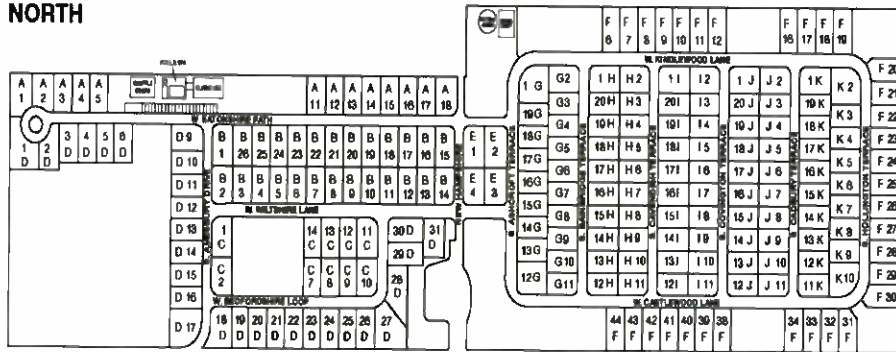
This Prospectus was deemed by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation to be adequate to meet the requirements of Chapter 723, Florida Statutes on 5-14-2003. The identification number assigned by the Division is PR9782-P1. The lot number to be occupied is _____.

EXHIBIT "E-1"

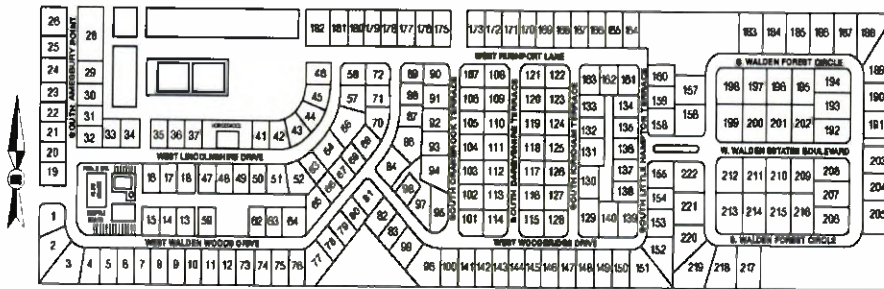
Tract 7 of Unrecorded Subdivision more particularly described as follows: Beginning at the SW corner of the North ½ of the Southwest ¼ of the Southwest ¼ of Section 30, Township 20 South, Range 18 East, go thence North along the said West line of Section 30 a distance of 660.0 feet; thence South 89 degrees 51 minutes 45 seconds East a distance of 1333.96 feet; thence South 00 degrees 05 minutes 30 seconds West a distance of 660.0 feet; thence North 89 degrees 51 minutes 45 seconds West a distance of 1332.89 feet to the Point of Beginning. EXCEPT the Easterly 25.00 feet thereof to be used for road right of way purposes. EXCEPT the following described Parcel: Commence at the Southwest corner of Section 30, Township 20 South, Range 18 East; thence North 00 degrees 02 minutes 01 seconds W., a distance of 664.25 feet; thence S. 89 degrees 51 minutes 45 seconds E., a distance of 1307.64 feet; thence North 00 degrees 04 minutes 17 seconds E., a distance of 103.07 feet to the Point of Beginning; thence South 88 degrees 41 minutes 07 second W., a distance of 64.27 feet; thence North 02 degrees 03 minutes 10 seconds E., a distance of 69.45 feet; thence South 87 degrees 14 minutes 15 seconds E., a distance of 61.92 feet; thence South 00 degrees 04 minutes 17 seconds W., a distance of 64.95 feet to the Point of Beginning. Above described parcel being situate in Citrus County, Florida.



NORTH



LIMITED



7193 West Walden Woods Dr. • Homosassa, FL 34446
(352) 382-5704 • www.waldenwoodsFL.com



**WALDEN WOODS NORTH
LEASE AGREEMENT**

THIS LEASE made and entered into this ____ day of _____, 20____, by and between GCP WALDEN WOODS TWO, LLC, known as WALDEN WOODS NORTH, hereinafter called the "Community" and _____ hereinafter called the "Owner-tenant".

WITNESSETH, that in consideration of the covenants herein contained, on the part of the said Owner-tenant to be kept and performed, the said Community does hereby lease to the said Owner-tenant the following described property: Street: _____, Lot No.: _____.

TO HAVE AND TO HOLD the same from the ____ day of _____, 20____, until the 31st day of December, 20____, the said Owner-tenant paying the initial monthly base rental of \$ _____ from the beginning of this Lease until the 31st day of December, 20____. Annual monthly base rental increases for calendar year 20____ and subsequent years will be based on no less than \$ _____ or the increase in the Consumer Price Index (defined as the United States Department of Labor Consumer Price Index, U. S. City Average, All Urban Consumers, 1967 equals 100) ("CPI"), whichever is greater. Lease renewals and increases will become effective the first day of January of each year thereafter and will be a part of the Lease Agreement for that year. Base rent will also be increased in calendar years subsequent to the initial year by any increase in real estate or other taxes and assessments by a federal, state or local government. Such increases in taxes and assessments will be based on a prorata computation among all lots in the Community and will be charged to all residents to whom this Prospectus is applicable. The manufactured homeowner shall be notified of the increase in base rent at least ninety (90) days prior to the increase.

Lot rental amount payments are due on or before the 1st day of each month for that month, at the place designated by the Community.

The Owner-tenant covenants and agrees to the following:

1. To make no unlawful, improper, or offensive use of the property.
2. To comply with the Rules and Regulations of the Community. A copy of said Rules and Regulations has been furnished to the Owner-tenant.
3. That the Lease is governed by Chapter 723, Florida Statutes (Florida Mobile Home Act) as currently in effect at the time of execution of this document, the provisions of which are incorporated herein by reference.
4. Actions by the Owner-tenant which constitute grounds for eviction under Section 723.061, Florida Statutes, shall be a violation of this Lease. Failure of the Community to evict a tenant for violation of any one of the grounds set forth in Section 723.061, Florida Statutes, or for any grounds provided for in this Lease, shall not waive the right for the Community to consider any subsequent violation of the same grounds, or the violation of any other grounds, a breach of this Lease by Owner-tenant so long as permitted by Chapter 723, Florida Statutes.
5. As provided in the Rules and Regulations, rules and regulations may be modified, eliminated, or additional rules and regulations adopted by the Community upon giving the Owner-tenant notice thereof as required by law. Any such change must be in accordance with Chapter 723, Florida Statutes.
6. This Lease and the privileges contained herein are not assignable, and said Lease is only valid as long as those executing the Lease reside upon the premises as set forth in this Lease, and are in full conformance with all provisions of this Lease and the Community Rules and Regulations, except that anew homeowner may assume, in writing, the balance of the annual Lease through December 31 of the year of purchase in accordance with Chapter 723, Florida Statutes.

7. Owner-tenant expressly understands and agrees that, upon execution of this Lease, all prior leases, rental agreement, negotiations, and other agreements between the parties regarding the lot leases are hereby terminated, void, and of no legal force and effect.

8. Storm drainage service is included in the base rent and charged in accordance with Section VII of the Prospectus. Water and sewer are charged as special use fees included in lot rental amount and are not included in base rent.

9. Other financial obligations of the Owner-tenant, not including user fees, are as follows:

	<u>Fees or Charges</u>
Lot and Lawn Maintenance (not charged unless Owner-tenant fails to maintain lot and lawn)	\$ _____
Tree Trimming/Removal, Debris Removal (not charged unless Owner-tenant fails to provide services himself)	\$ _____
Water and Sewage	Water and sewage are the responsibility of the individual Owner-tenant. The Owner-tenant will be charged for water and sewer for a given month based on individually metered water consumption at rates established by the Florida Public Service Commission.
Late Payment Charge	\$ _____ for any payments not received in full by the fifth day of the month, and an additional charge of \$ _____ for any payments not received in full by the fifteenth day of the month.
NSF Payment Charge	\$ _____
Extra Resident Fee	\$ _____
Lease Processing Fee	\$ _____
Debris Removal	charged in accordance with Section VIII(F) of the Prospectus \$ _____
Governmental Assessments, Fees, Surcharges, and Charges	charged in accordance with Section VIII(J) of the Prospectus \$ _____

The fees will be charged and increased as set out in Sections VIII(F) through (J) of the Prospectus. No services are included in the lot rental amount other than those services stated above.

10. The Community reserves the right to pass on and pass through charges in accordance with the Prospectus and Chapter 723, Florida Statutes.

11. The Community and all Owner-tenants shall comply with all governmental regulations including, but not limited to, those of the Southwest Florida Water Management District (SWFWMD). Each Owner-tenant within the manufactured home community at the time of construction of a building, residence, or structure shall comply with the

construction plans for the surface water management system approved and on file with SWFWMD. All Owner-tenants shall be responsible for maintaining designed flow paths for side and rear drainage as shown in the permitted plans. If the constructed flow path is disturbed or modified, the Community has the authority to enter the property and reconstruct the intended flow pattern and assess the Owner-tenant with the expense.

12. Owner-tenant(s) acknowledge that they have read the foregoing, the Rules and Regulations, and the Prospectus, and that Owner-tenant was offered the foregoing Lease prior to occupancy.

We have read and understand this Agreement and agree to the terms set out herein.

WITNESS our hands and seals on the date set out above.

Owner-tenant

Community Representative

Owner-tenant

WALDEN WOODS NORTH COMMUNITY RULES AND REGULATIONS

For your convenience, security and the pleasant atmosphere associated with gracious manufactured home living, the following rules and regulations are enforced:

1. Applicant for occupancy must be considered desirable and compatible with other occupants of the Community. The Community is intended and operated to provide housing for the occupancy by older persons. For admission to the Community as an occupant, an applicant must be considered desirable, must be compatible with the other occupants of the Community, and at least one person in 80% of the total occupied lots must be 55 years of age or older. All other occupants must be at least 40 years of age or older. The Community Owner reserves the right to accept an occupant younger than these requirements who is a handicapped dependent and a member of the occupant's immediate family. Upon application for residency, an applicant must provide copies of birth certificates for each occupant or such other documents, which if presented to the Social Security Administration, would be acceptable to establish age.

At the outset of each even-numbered year, Community Management may request specific information from each Resident to facilitate the completion, compilation, and updating of the Community's census records. This information may encompass, but is not restricted to, the following: 1) the number of individuals residing in the household along with their respective names; 2) evidence demonstrating clear and proper title to the Resident's home; 3) a copy of the Resident's government-issued identification; 4) copies of any death certificates pertaining to either the ownership or occupancy of individuals in the residence; 5) documentation validating ownership and registration, as well as the make, model, and color of any vehicles owned by the Resident to be parked within the Community; and 6) the names and valid contact details (including phone number and email address) of at least one individual who may be reached on behalf of the Resident in the event of an emergency. Should Residents have any inquiries or require information concerning the Community census, they are encouraged to reach out to Community Management.

2. Children are not acceptable in the Community, except for visitation of not more than fifteen (15) consecutive days or thirty (30) total days per year. Residents are responsible for the behavior of visiting children. Children up to age 15 must be supervised by a person 18 years of age or older in and around all recreation areas at all times.

3. Residents away for more than two (2) weeks must notify the office in advance as to what arrangements have been made for the necessary grounds care. Management reserves the right to do the necessary work so that the lot will meet the standards of the Community. The costs will be charged to the tenant as set forth in the Lease Agreement and the Prospectus.

4. Laundry Lines: No one is permitted to hang towels, rugs, rags, or any wearing apparel on the manufactured home, on or in the carport and/or screen room, awning, storage shed, or on any other appurtenance to the home or fixture on the homesite.

5. Only tenants' cars may be washed in the Community. The speed limit shall not exceed 15 miles per hour. No parking of vehicles on lawns or roads. No major repairs or overhaul of cars, boats, etc., is permitted on homesite or roadways. No airboats are permitted. Motorcycles that operate quietly will be permitted in the sole discretion of Management. Mopeds or golf carts must be approved by the Community Manager. Commercial vehicles, campers, travel trailers, boats, etc., shall be kept in the designated areas only if such an area exists. Campers, motor homes, pods or similar storage containers, and boats will be permitted up to 48 hours for loading and unloading. No person may remain overnight or to otherwise reside in the Community in any camper, motor home or similar vehicle. Operators of all motorized vehicles within the Community must have a valid operator's license. Motorcycles, mopeds or motor scooters, if properly licensed, may be operated only as transportation on Community streets via the shortest route in and out of the Community. ATV's, dirtbikes, minibikes, go carts, and any other type of off-road vehicles are strictly prohibited within the Community. All permitted vehicles must have factory-type quiet mufflers which are to be in place while the vehicle is being operated in the Community. Prior to storing, parking and/or driving any motorcycles, mopeds or motor

scooters in the Community, it is the Resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled. Pedestrians, golf carts and bicycles have the right-of-way.

6. Rental rates are for not more than two persons. Each additional permanent resident will be charged \$ _____ per month. Rents are payable one month in advance on the first day of the month. A late fee will be charged for any payments not received in full by the fifth day of the month, and an additional fee will be charged for any payments not received in full by the fifteenth day of the month.

Tenants with street lights are required to keep lights operating during the evening hours.

7. Neither management nor owner shall be liable for accident or injury to life or property through use of recreation facilities, or for loss or damage caused by accident, fire, theft, or act of God to any manufactured home. In the event tenant has called for fire, police, or ambulance, please notify the Community Manager at the same time.

8. Management may evict a tenant or any occupant or prospective tenant or the home itself for any of those grounds as set forth in section 723.061, Florida Statutes.

9. Community Pet and Assistance Animal Rules.

Residents may have two (2) registered "domesticated" pets per household with Management's approval. All pets must be registered with Management before entering the home. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, Staffordshire Terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas, certain bulldog breeds (including pitbulls), wolf breeds and chows as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance] are not permitted in the Community due to their size and/or aggressive natures. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.

Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of pet privileges and/or eviction pursuant to section 723.061, Florida Statutes.

a. Pets are specifically prohibited from the office, from other Community or recreation buildings or facilities, or other Residents' lots.

b. Where required, a current rabies tag must be worn by the pet. Home Owner must have proof that their pets have had all required and updated vaccinations.

c. Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to, lunging, growling, biting and/or barking at Residents or other pets.

d. Residents are required to clean up their pet's defecation on their site and while walking their pet. Residents may not walk their pets on other Residents' lots, vacant lots, or picnic area.

e. When outside, all pets must be kept on a hand-held leash.

f. Pets may not be tied up and left outdoors.

g. Management may require removal of pets that cause excessive noise or disturb other Residents.

h. "Beware of Dog" signs are not permitted.

i. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the community.

j. Feeding of wildlife, including feral cats, is strictly prohibited. Residents are required to notify Community Management if they become aware of the presence of any feral cats or other animals which are or may become a nuisance in the Community. Residents who observe a neighbor feeding feral animals are required to report such activity to Community Management during regular business hours.

k. Legitimate assistance animals may be accommodated with proof of disability (as defined by the law) and written verification from a health care provider. The Community Manager can provide you with the Service Animal policy and required forms.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents.

10. All homes will have brick skirting, attached utility shed, carport, concrete or paver driveway, concrete or paver patio, irrigation, fully sodded lawn, concrete steps and central air conditioning approved by the management. All additions or changes to the original manufactured home and its exterior aluminum and concrete packages must have prior written approval from the Community Owner. (This is to maintain the uniformity of the Community).

11. Prior to installation of exterior antennas, the type, size and location on the home must be approved by Community management.

12. Prior to installation of any air conditioning unit, other than the central air conditioning as originally installed, the type, size and location on the home must be approved in writing by Community management.

13. All homes must be adequately insured for liability.

14. Residents are at all times responsible for the actions of their guests. Tenants, please advise your guests of the Rules and Regulations. Guests not abiding by the Rules and Regulations will be asked to leave the Community. Guests wishing to use the facilities at Walden Woods North must, at all times, be accompanied by their host homeowner. In your absence, if guests have your permission to stay in your home, please advise management in advance. On their arrival, please have them come to the manager's office.

All overnight Guests or Guests who will be using Community recreational facilities, must be registered by their Resident host at the office during normal office hours upon or prior to arrival. Guests arriving on weekends or holidays must be registered by their Resident host during office hours on the last business day prior to their Guests' arrival. All Guests having a vehicle must register the vehicle with the Community Manager and receive a vehicle pass. Failure to register a Guest or Guest's vehicle will subject the Guest to immediate removal from the Community. See the Guest Registration Form exhibit to this prospectus for further information. Guests must notify the office upon their departure. Residents must complete and file a Guest Registration Form with Community Management prior to having any guests or visitors in the Community when such guests or visitors are in the Community for a period of at least twenty-four (24) hours.

15. No commercial business can be operated from a home in Walden Woods North, and no advertising signs may be erected on the Resident's lot or manufactured home. Babysitting, childcare, handling of scrap metal and animal grooming for compensation are commercial enterprises and are prohibited within the Community. Babysitting, childcare or animal grooming which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community are allowed as are minor home repair that does not require a permit and monitoring of homes during the absence of the homeowner; however, if complaints about any such activity are received by Community Management, Management reserves the right, in its sole and exclusive discretion, to prohibit future performance of the activity by the offending resident(s). A "business" also includes any commercial enterprise which: (1) is required to be licensed by local or state law; (2) requires traffic from outside the Community to enter for the

purpose of dealing with said business; (3) uses any type of sign or advertising on the exterior of the home; (4) includes door-to-door canvassing of Community Residents; (5) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (6) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, renting or other business use.

16. Residents selling their manufactured home cannot guarantee the prospective homeowner a site in the Community. All prospective buyers must be approved by management prior to moving into Walden Woods North.

17. There will be no fences permitted on any lot.

18. Signs. One "For Sale" sign, no larger than 12 inches by 18 inches, is allowed in the inside front home window only. Homes located on corner lots may place the "For Sale" sign in a side window of the home instead of a front window. Exceptions for an alternative location for placement of the "For Sale" sign will be reviewed by Community Management on a case-by-case basis and will only be allowed upon prior written approval of Management. Information on the sign is limited to stating the Home is for sale, and broker's name and telephone number. The "For Sale" sign must be removed within forty-eight (48) hours of the closing of the sale of the Home. No signs of any other kind, including but not limited to political signs, "No Trespassing" signs, and "Beware of Dog" signs, are allowed on the home, in the windows of the home, or on the lot with the exception of an open house sign as referenced below. Signs of any kind are generally prohibited on golf carts as well as any other vehicles in the Community. Logos affixed to Residents' motor vehicles (not including golf carts) may be permitted on a case-by-case basis; removable temporary or magnetic signs, however, are prohibited. These prohibitions on signs apply to both Residents themselves and to any guests or invitees of Residents, including outside brokers.

19. Garage and/or yard sales are prohibited on Residents' lots. Residents may have a one-day estate sale, not to exceed five (5) hours in duration, only upon prior written approval of Community Management; Community Management will make decisions regarding the allowance of estate sales on a case-by-case basis. Garage or yard sales are prohibited throughout the year, with the exception of the Community-wide garage/yard sale, which will be hosted at least once per year, as determined in the sole discretion of Community Management. Residents are allowed to host open houses, only for the purpose of selling their home, subject to the following restrictions: 1) the open house may only take place on either Saturday or Sunday between the hours of 10:00 a.m. and 2:00 p.m.; 2) only one (1) bandit sign advertising the open house, no larger than 18" x 24", is allowed in the front yard only; no other signs of any kind, including but not limited to signs posted on vehicles or golf carts, are allowed. The sign must be promptly removed once the open house is completed; and 3) All "For Sale" signs must adhere to the requirements for same which are set forth in these Rules and Regulations.

20. Flags. The maximum number of standard flags permitted on any homesite is a total of two (2). Standard flags may be either mounted to the home or carport by a flag pole, or the Resident may make a request to Community Management for an in-ground flag pole. If the Resident's request is granted, there is a maximum of one (1) in-ground flag pole, not to exceed 20 feet (20'), per lot. Standard flags may be up to but no greater than 3½ feet by 5 feet in size. Flags displayed on a flag pole may contain no more than two (2) flags on a single pole. In addition, a maximum of two (2) small garden flags may be placed in the ground in landscaping beds. All flags must be kept in a well-maintained condition and may not be tattered, ripped, or torn. If Community Management determines, in its sole discretion, that a flag needs to be either replaced or removed, then the Resident will be required to either replace or remove the flag as directed and upon reasonable notice by Community Management. In the interest of fostering an atmosphere of inclusion, only the following flags are permitted: 1) any Community of Nations flag, including official U.S. flags; 2) state or provincial flags; 3) military branches; 4) sports teams; and 5) seasonal or holiday flags. The garden flags will be permitted on each homesite in the designated landscaping areas only as long as they are non-political in nature and as long as they are placed in such a way that does not interfere with lawn care services. Any flag which is determined to be harmful or offensive by Community Management in Management's sole discretion may be ordered to be removed immediately.

21. No digging of soil will be permitted without prior consent from the management. All plantings must be approved by management. Owner-tenant must keep all plantings trimmed and in neat order (weeded).

22. Waste and refuse shall not be placed curbside for pickup earlier than 7:00 p.m. of the evening prior to the day of pickup. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection.

23. No one other than those executing the lease agreement shall be allowed to reside upon the premises (lot) set forth in the lease agreement without written consent from the Community Manager. The purchase of your home by those who have not executed a Lease Agreement or obtained written consent from management shall not constitute permission or rights for purchaser(s) to reside within the Community. All prospective residents must be approved by management and execute a lease agreement.

24. Loud noises, disorderly conduct, abusive, profane or threatening language, harassment of residents or their guests, and annoying parties shall not be permitted. Residents and their guests shall conduct themselves so as not to interfere with the peaceful enjoyment of the Community by its residents.

Residents and their guests shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, guests, occupants, or invitees, or directed at Community Management or Management's agents, employees, or vendors. This rule against abusive or harassing behavior and intimidation or aggression includes any communications, threats, and/or behavior sent or expressed via email, social media platforms, and any other type of digital platform. If, after evaluation by the Community Owner it is determined that the Resident or guest has engaged in abusive or harassing behavior, either verbal or physical, or has engaged in any form of intimidation or aggression directed at other residents, guests, occupants, or invitees, or directed at Community Management or Management's agents, employees, or vendors, as determined in the discretion of the Community Owner, then the Resident or guest shall be found to have endangered the peaceful enjoyment of the Community by its residents, or to have unreasonably disturbed other residents of the Community, or to have committed a breach of the peace. Pursuant to section 723.061(1)(c), Florida Statutes, based on the specific facts of each violation the Resident shall receive either: (1) a 7 day notice of violation in conjunction with which the Resident's rental agreement shall thereafter be terminated and the Resident must vacate the premises within 7 days after the notice to vacate is delivered; or (2) a 7 day notice of right to cure. If the Resident does not comply by the designated date, then a second notice of violation with supporting documentation may be given. If compliance is not obtained by the deadline set forth in the second notice, then a 30-day termination of tenancy notice shall be issued and the Resident will have 30 days to vacate the Community. Based on such a determination that the Resident or guest has engaged in abusive or harassing behavior the Community Owner may evict the home owner or guest subject to section 723.061, Florida Statutes. The Community Owner may terminate the Resident's Lot Rental Agreement and evict the Resident upon the Resident's failure to comply with the Lot Rental Agreement or with the Rules and Regulations, subject to the provisions of section 723.061, Florida Statutes.

25. Use of the Community facilities is at your own risk. Please be careful.

26. All persons must use pool side shower before entering pool and after applying suntan lotion (oil). No rafts or floats are allowed in the pool. No food or glass containers are allowed in the pool area. Persons wearing swimming attire are not allowed in the clubhouse, except for use of the clubhouse bathrooms. Persons who use the clubhouse bathrooms while wearing swimming attire may not otherwise loiter or remain in the clubhouse while wearing said swimming attire.

27. Subleasing and Renting. The Home Owner shall not sublease the leased lot without the written consent of Community Owner. Notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels the Community Owner to do so, and the Community Owner in its sole discretion may refuse to allow subletting at any time. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing without Community Owner's written consent shall be void and shall constitute a default by Home Owner. Manufactured Home spaces are not transferable. No sub rental, sub-lease, or occupancy by or through a rental/purchase option of lot by anyone other than the Community Owner is authorized. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of rents shall be deemed a waiver of this provision, or the acceptance of the subtenant or occupant as tenant, or as a release of the Home Owner(s) from further compliance by Home Owner(s) with the rules and regulations. Any consent by Community Owner to a subleasing

shall not relieve Home Owner(s) from obtaining written consent from Community Owner for any further subleasing. In the event Home Owner wishes to sublease the Lot and if written permission for subleasing from the Community Owner is obtained, Home Owner hereby grants Community Owner the exclusive right to serve as rental agent for the Community recognizing Community Owner's interest in preserving its ability to monitor residents in the Community, to orient such residents to the rules and regulations of the Community, and to effectively enforce the rules and regulations of the Community. Home Owner must arrange all subleasing through Community Management although, if subleasing is approved in writing by Community Owner, Home Owner may sublease to any person or persons who are qualified to lease a lot within the Community.

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

29. No natural-burning fire pits will be allowed in the Community at any time. Only propane-based fire pits will be permitted, and residents must not leave any fire pit burning unattended.

30. All homes must be power-washed on all four sides, including the skirting, patios, carports, garages, gutters, sheds, driveways, and sidewalks, at least once a year. Additional power-washing may be required at the discretion of Community Management. In the case that additional power-washing is required by Management, the power-washing must be completed within fourteen (14) days of receiving notice regarding same. Power-washing must be completed, and the Community offices must be informed of such completion, by May 1st of each year.

31. Carports are for vehicle parking only and may not be enclosed or converted into any type of living or entertainment space. Carports may only be enclosed up to a maximum of 50% of the total carport area for the purpose of creating a screened lanai or expanding the carport shed only (no other enclosure exceptions are permitted). Enclosing or converting a carport into a lanai is strictly prohibited without written permission from Community Management via an exterior improvement request form. If approval is granted by Community Management after completion and submission of the request form, such lanai must not be more than fifty (50) percent of the carport's length and must not block the driveway or carport from accommodating two (2) vehicles in accordance with these Community Rules and Regulations. Fencing inside the carport is strictly prohibited. All enclosures must be properly permitted as required by applicable local ordinances.

32. All exterior colors and materials used in improving the Home, including paint color, trim, siding, replacement roof materials and roof sealants, must be approved in writing by Community Owner prior to their use on the Home. Failure to obtain written approval of Community Owner prior to use of any exterior colors or materials on the home, including painting of the home, may result in the Home Owner having to repaint the home in a Community Owner-approved color at the Home Owner's sole expense upon sixty (60) days' notice.

33. Each resident is responsible for keeping his or her respective trees, plants, and flower boxes trimmed and attractively maintained. Homesites are to be kept free of dead limbs and weeds and shall not be permitted to become overgrown. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive written approval from Community Management prior to planting. All trees, shrubs and plants on the lot are the property of the Community and are not to be moved by the Home Owner or by other residents. Nonetheless, plants and shrubs planted by the Home Owner may be removed when vacating the lot with Community Management's approval. Sod must be replaced by the Home Owner where planting is removed. Existing trees or shrubs must not be damaged or removed by the Home Owner without prior written permission of the Community Manager. The Home Owner is responsible for any trimming and maintenance and/or removal of any tree and/or shrub located on the mobile home lot. For purposes of this rule, any tree the trunk of which is entirely within the boundary of the Home Owner's lot is considered to be "on the mobile home lot." Any tree the trunk of which is on a boundary line of the 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 mobile home lots) or of the Community Owner (if the trunk is on a boundary line separating the Home Owner's lot from a common area of the Community or from an unoccupied lot). Trees that are the property of the Community (those the trunk of which is located entirely within a common area of the Community) may be trimmed or removed at the sole discretion of Community Management. Dead trees, or trees and shrubs located on the mobile home lot and damaged by high winds, or any other act of God, must be removed by the Home Owner, at Home Owner's expense, within seven (7) days of occurrence of death or damage of the affected tree or shrub. Vegetable gardening is not permitted on any lot. Trees and shrubs must be kept well groomed at all times. The Home Owner must cure any default under this paragraph within two (2) weeks of written notice as provided herein.

34. Drones – For purposes of this rule a drone is a powered, unmanned, aerial vehicle that (1) uses aerodynamic forces to provide vehicle lift; (2) can fly autonomously or be piloted remotely; and (3) is designed to be recoverable, and is also referred to as an "unmanned aerial vehicle" or an "unmanned aircraft system." Residents, and any guests of Residents, shall not be permitted to fly or use a drone within the Community. Community Management reserves the right to operate its drones within the Community on a limited basis. Community Management will notify Residents in advance of any drone usage for marketing purposes.

35. Community Management reserves the exclusive, unrestricted right to grant exceptions to these rules and regulations 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 and regulations may be granted by the Community Manager 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.

Tenant, by execution of the lease, acknowledges that these Rules and Regulations are a part of the lease. These Rules and Regulations may be amended in accordance with Florida Statutes, Chapter 723.

**WALDEN WOODS NORTH
USER FEE AGREEMENT**

The Community Owner and homeowner, as evidenced by the execution of this Agreement, do hereby agree the provision of the following described services for a fee as set forth below.

It is understood between the parties that the fee is to be charged for the service rendered and that the fee may be increased in the future upon notice as set out in the Prospectus. The basis for the increase in the fee will be those factors as set out in Section VIII(G) of the Prospectus. Any other user fees will be the subject of a separate agreement.

SERVICE

FEE

\$ _____

Community Owner Agent's Signature

Homeowner's signature

\$ _____

Community Owner Agent's Signature

Homeowner's signature

\$ _____

Community Owner Agent's Signature

Homeowner's signature

WALDEN WOODS NORTH – GUEST REGISTRATION FORM

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Home Address _____

City, State, and Zip Code _____

Host Community Resident: _____

Address: _____

Dates of visit to Community _____

Children under the age of 15 shall be supervised and shall be accompanied at all times by a resident parent, or legal guardian.

Automobile Information

Guest's Vehicle: Make/Model/Yr. _____

Tag# & State of Issue _____

Pet Information

Are you bringing a pet into the Community? Yes/No Type: Dog Cat Other. Please specify: _____

Has physician determined that animal is necessary for medical reasons as verified by physician: Yes / No

The undersigned warrants and represents that all statements herein are true.

Guest Date

Guest Date

Host Resident Date

**PROSPECTUS
FOR
WALDEN WOODS NORTH**

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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I. NAME AND ADDRESS OF COMMUNITY

The name and address or location of the manufactured home community ("Community") is WALDEN WOODS NORTH, 7193 W. Walden Woods Drive, Homosassa, Florida 34446.

II. RECEIPT OF NOTICES AND DEMANDS

The name and address of the person authorized to receive notices and demands on the Community Owner's behalf is:

Chief Operating Officer
Sun Communities, Inc.
27777 Franklin Road, Suite 300
Southfield, MI 48034

III. COMMUNITY PROPERTY DESCRIPTION

The following is a description of the Community property:

See Attached Exhibit "E-1" for Community layout.

a. Number of lots: The Community consists of 213 mobile home lots. Additional lots may be developed in the future.

b. Approximate size of each lot: The approximate size of each lot is as follows, but no representation is made that the average size is the size of a particular lot: Lot 1 (Block A): 56' x 107' x 82'; Lots 2-5 (Block A): 53' x 92'; Lots 11-18 (Block A): 54' x 92'; Lots 1-2 (Block B): 60' x 91'; Lots 3-26 (Block B): 54' x 91'; Lots 1-2 and 10-11 (Block C): 60' x 91'; Lots 7-9 and 12-14 (Block C): 53' x 91'; Lot 1 (Block D): 29' x 61' x 122' x 60'; Lot 2 (Block D): 60' x 106'; Lots 3-6 (Block D): 53' x 92'; Lot 9 (Block D): 66' x 60'; Lots 10-16 (Block D): 91' x 53'; Lot 17 (Block D): 91' x 67'; Lot 18 (Block D): 75' x 92'; Lots 19-26 (Block D): 53' x 92'; Lot 27 (Block D): 105' x 97' x 92' x 42'; Lot 28 (Block D): 105' x 60' x 151'; Lot 29 (Block D): 103' x 52'; Lot 30 (Block D): 103' x 58'; Lot 31 (Block D): 60' x 81'; Lots 1 and 4 (Block E): 60' x 91'; Lots 2-3 (Block E): 63' x 91'; Lots 6-12 and 16-19 (Block F): 53' x 100'; Lot 20 (Block F): 99' x 53'; Lots 21-28 (Block F): 95' x 53'; Lot 29 (Block F): 100' x 53'; Lot 30 (Block F): 100' x 26' x 53'; Lot 31 (Block F): 53' x 35' x 74'; Lots 32-34 and 38-44 (Block F): 53' x 95'; Lots 1 and 12 (Block G): 90' x 84'; Lots 2-11 and 13-19 (Block G): 90' x 53'; Lots 1-20 (Block H): 90' x 53'; Lots 1-20 (Block I): 90' x 53'; Lots 1-20 (Block J): 90' x 53'; Lots 1, 3-9 and 11-19 (Block K): 90' x 53'; Lots 2 and 10 (Block K): 90' x 84'.

c. Setback requirements and minimum separation distance between manufactured homes as currently required by law: 10' between structures, 10' from street; and 8' from rear lot line (10' on perimeter lots).

The requirements quoted above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, any such requirements may be modified or replaced.

No representation is made as to the interpretation of the setback and separation requirements set out above, nor as to the continuing applicability of such requirements after the Filing Date (the date this prospectus was filed with the Florida Department of Business and Professional Regulation, Division of Florida Condominiums, Timeshares and Mobile Homes). Prospective manufactured homeowners in the Community are advised to inquire with the above-referenced authorities with respect to these matters.

d. Maximum number of lots that will use shared facilities of the Community is: 500. The variation between the number of lots and the maximum number of lots that will use shared facilities of the Community is based upon the potential future development of the Community.

IV. RECREATIONAL AND COMMON FACILITIES

A description of the recreational and other common facilities, if any, that currently exist and that will be used by the manufactured homeowners (sometimes individually referred to herein as a "Home Owner" or collectively as "Home Owners") follows:

- The number of buildings: One
- Building (name): Clubhouse
- a. Each room thereof: Meeting Room, Billiards Room, Fitness Room, Kitchen, Restrooms, and Storage Room
- b. Intended purposes: Activity and meeting center for homeowners
- c. Location: Northwest Corner of Community
- d. Approximate floor area: Approximately 3,300 square feet
- e. Capacity (number of people): Approximately 115
- f. Days and hours of operation: 9:00 a.m. to 10:00 p.m. daily and at other hours upon special request and manager approval

The Community has one (1) swimming pool:

- a. Swimming Pool Location: Adjacent to the clubhouse
- b. Approximate size: 20 ft. x 40 ft.
- c. Approximate deck size: 4' around the pool
- d. Depth: 3 ft. (shallow end); 5 ft. (deep end)
- e. Capacity (number of people): 25
- f. The pool may be heated to a temperature determined in the sole discretion of management.
- g. Days and hours of operation: Daily from one half-hour after sunrise to one half-hour before sunset and at other hours upon special request and manager approval. The pool may be restricted at certain times for resident exercise class or other resident group activities. The pool areas are for the use of homeowners and their guests only. The pool has no lifeguard. Anyone using the pool does so at their own risk! Please do not swim alone.

The Community has one (1) spa:

- a. Spa location: Next to pool
- b. Approximate size: 8' in diameter
- c. Approximate deck size: 4' around spa

- d. Depth: 2 ½'
- e. Capacity: 5
- f. Days and hours of operation: Daily from one half-hour after sunrise to one half-hour before sunset and at other hours upon special request and manager approval
- g. The spa may be heated to a temperature determined in the sole discretion of Management.

In addition to the Clubhouse, there are four (4) shuffleboard courts adjacent to the Clubhouse and pool to serve the residents of the Community. The shuffleboard courts shall be available for use by the residents daily 9:00 a.m. to 5:00 p.m. and at other hours upon special request and manager approval.

Additionally, in the north central portion of the Community, there will be one (1) tennis court and one (1) miniature golf putting green. These recreational facilities only will be shared with residents of the adjacent Community, Walden Woods. These facilities will be available for use by residents daily 9:00 a.m. to 5:00 p.m. and at other hours upon special request and manager approval.

The items of personal property available for use by the manufactured homeowners include all shuffleboard equipment and all personal property located in the Clubhouse that is intended for the shared use of all residents such as the furniture, pool table equipment, and kitchen equipment (but not including the personal property intended solely for use in the management of the Community, such as the items in the manager's office).

Management has no obligation to replace or repair any of the foregoing personal property. The manufactured homeowners and their guests use the foregoing personal property at their own risk.

Only registered guests are permitted to use the recreational facilities. Manufactured homeowners are responsible for the safety and conduct of their guests. Visiting children must be accompanied by a person age 18 or older when using the recreational facilities of the Community. Management shall have final say on use of the facilities in case of a dispute.

All facilities described in this Section IV are complete. The Community Owner reserves the right from time to time to alter or change any of the foregoing recreational facilities by the removal, relocation, or alteration, of all existing facilities or the construction of new facilities. The hours and rules for the use of all facilities may be changed from time to time by giving homeowners at least ninety (90) days' notice.

Additionally, the Community Owner also reserves the right from time to time to use any or all of the recreational facilities and to allow its staff, guests, and licensees to use such facilities for such activities as the Community Owner deems proper. However, the Community Owner will make a good faith effort not to schedule in such a way that would conflict with an activity previously scheduled by the manufactured homeowners.

The Community Owner may, from time to time, close the foregoing facilities on a temporary basis for the purposes of maintenance, alteration, improvements, or any other reasonable purpose. One or more of the above facilities may become unavailable in the event of natural or man-made disaster, including fire, flood, storm, earthquake, war, civil disturbance, or any other circumstances reasonably beyond the control of the Community Owner or the party providing such facility, including strike, repair, replacement or theft of equipment and intervention by governmental authority. Damage or destruction of the foregoing facilities shall not cause the Lot Rental Amount to abate.

All persons who enter or live in the Community do so at their own risk. The Community and management absolve themselves from all liability or responsibility pertaining to loss by accident, property damage, fire, theft, or any other loss whatsoever.

Manufactured homeowners and guests avail themselves of the foregoing facilities at their own risk. Manufactured homeowners are responsible for damages caused by their family and guests and agree to hold the Community Owner and its agents harmless from any such damage claims.

V. COMMUNITY MANAGEMENT AND MAINTENANCE

Management of the Community and maintenance and operation thereof is the responsibility of the Community Manager. The Community Manager's office is located in the management office at the clubhouse of Walden Woods I at 7193 West Walden Woods Drive, Homosassa, FL 34446, and has posted days and hours of operation. All questions and problems concerning Community operations should be directed to the Community Manager.

VI. MANUFACTURED HOMEOWNER REQUIRED IMPROVEMENTS

Improvements, whether temporary or permanent, which are required to be installed by the manufactured homeowner as a condition of his/her occupancy in the Community are: Brick skirting, attached utility shed, carport, concrete or paver driveway, concrete or paver patio, irrigation, fully sodded lawn, concrete steps and central air conditioning, all of which are to be consistent with current improvements in the Community. Each manufactured homeowner is required to maintain those improvements in good and clean condition. All additions or changes to the original manufactured home and its exterior aluminum and concrete package must have prior written approval from management (this is to maintain uniformity of the Community). No tenancies were in existence as of June 4, 1984.

The Community Owner does not maintain a manufactured homeowner's lawn, trees and shrubs, or premises in any manner. The Community Owner will not be liable for damage to manufactured homeowner's manufactured home or other property as a result of falling trees, limbs, or other debris. The manufactured homeowner will be subject to payment of the costs of lawn maintenance or tree and shrub trimming, and/or removal if necessary (which, in that event, would be included in the lot rental amount as an additional charge) and eviction if the manufactured homeowner fails to maintain his/her lot and home within the standards set forth in the Community Rules and Regulations.

At any time, regardless of whether a manufactured home is being sold or not, in order to maintain the quality of the Community, the Community Owner may require removal from the Community of any manufactured home that is not or cannot be maintained to meet the Community's established standards and any such removal shall be carried out in accordance with Section 723.061, Florida Statutes. The "established standards" require that the lot must be clean and well landscaped and the exterior of the home must appear neat, clean, and free of rust, chipped paint, and similar conditions indicating poor maintenance.

VII. UTILITIES AND OTHER SERVICES

Utilities, sewage disposal, waste disposal, cable television, water supply, storm drainage, and the person or entity furnishing each will be provided as follows:

Water and Sewage: Water and sewage disposal are currently provided by the Community Owner through a water well and waste water treatment plant. Charges for water and sewer services are assessed to each home owner as separate lot rental amount fees based on water consumption as determined by a water meter installed on the Home Owner's lot, at rates established by the Florida Public Service Commission (PSC). In the event that a municipality, other government or agency thereof, private utility company, or any entity providing water and sewage disposal service ("Other Supplier") supplies water and sewage disposal service directly to the manufactured homeowners, the manufactured homeowners shall be responsible for and pay for monthly usage fees and other fees, including any connection, impact or tap fees, all as established by the Other Supplier. The sewage and water lines in the Community up to the lot line only are the responsibility of the Community Owner. The in-ground connection and the lines for water and sewage inside the manufactured homeowner's lot line are the manufactured homeowner's responsibility.

Waste Disposal: Waste disposal is collected curbside and is provided by Advanced Disposal or another local provider of Resident's choosing, a third party waste disposal service provider. The fee for such third party waste disposal

service is a matter of contract between the Home Owner and the waste disposal company, and any increases in waste disposal fees will be as a result of that company raising its rates (which will be the responsibility of the Home Owner). The fee for waste disposal service is not included in the Lot Rental Amount.

Cable Television: Cable TV service is available from various providers and is the responsibility of the individual manufactured homeowner. The fee for such service is a matter of contract between the manufactured homeowner and the cable TV company (any increases in the cable TV fees will be as a result of that company raising its rates and will be the responsibility of the manufactured homeowner). The fee for cable TV is not included within the Lot Rental Amount.

Storm Drainage: Storm drainage is provided and maintained by the Community through a system of in-ground drainage systems within the Community, together with natural run-off. The manufactured home owner's charge for this service is included in the base rent. However, any assessment, fee or tax which may be imposed by a governmental agency with respect to storm drainage shall be passed on to the manufactured home owners on a pro-rata basis.

Electricity: Electric power is provided by Withlacoochee River Electric Co-op Inc. Electric usage is billed directly to the manufactured homeowner and is the manufactured homeowner's sole responsibility. The electric company is responsible for the electric lines to the meter, including the meter. The main breaker, electrical lines to the manufactured home from the meter or any other connection outside the manufactured home, including utility shed connections and outside receptacles, are the manufactured homeowner's responsibility. A light may be installed in the future on individual lots at the time of home purchase if the Community decides to do so and in that event the manufactured homeowner on the lot upon which the light is situated shall be responsible for electricity used and maintenance of the light. The fee for electricity is not included within the lot rental amount.

Changes in Utilities and Other Services: The description of the utilities and other services at the Community set forth above reflect the manner in which such services are provided and charged, as well as the parties responsible for the maintenance of the facilities necessary to provide such services, as of the filing date of this Prospectus. The Community Owner reserves the right, upon ninety (90) days prior written notice to each affected manufactured homeowner in the Community, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Community, 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 manufactured homeowners within the Community may be billed separately for utilities or services that are billed to the Community as of the filing date and/or may be responsible for maintenance of utility facilities that are currently the responsibility of the Community as of the filing date of this Prospectus.

VIII. LOT RENTAL AMOUNT

A. DEFINITIONS

1. The term "base rent" is the lump sum amount paid by Home Owner for the use and occupancy of the lot and use of the Community's shared (recreational and common area) facilities, if any. Base rent shall not include special use fees, governmental and utility charges, pass on charges, pass through charges, or assessments.

2. The term "lot rental amount" or "Lot Rental Amount" means all financial obligations except user fees which are required as a condition of the tenancy. Except when a shorter notice period is allowed by law, the homeowner will be notified ninety (90) days in advance of any increase in the lot rental amount.

3. The term "special use fees" means those separately itemized charges in addition to the base rent for specific services or privileges. All fees, charges or assessments shall be included in the lot rental amount and shall be due and payable on or before 30 days after the effective date of notice that the fee, charge or assessment has been imposed.

4. The term "governmental and utility charges" means those amounts which represent the Home Owner's share of costs charged to the Community Owner by any federal, state, regional or local government or utility authority, including "pass through charges." Pass through charges, and ad valorem taxes and utility charges, or increases of either may be assessed more often than annually and may be assessed even during the initial term of the lot rental agreement. Utility rates may be increased without notice to the Home Owner.

5. The term "pass-through charge" means the mobile home owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities.

6. The term "assessments" means separately itemized charges in addition to the base rent (and not included as a governmental or utility charge or pass through charge or otherwise collected as part of the lot rental amount) for specific one-time costs to the Community. The assessment will be imposed as set forth in the notice of assessment. All assessments shall be included in the lot rental amount.

7. The term "user fees" means those amounts charged in addition to the lot rental amount for non-essential optional services provided by or through the Community Owner to the Home Owner under a separate written agreement between the Home Owner and the person furnishing the optional service or services.

8. The term "manufactured homes" includes mobile homes as defined and used in Chapter 723, Florida Statutes.

9. The term "Community" includes Park as defined and used in Chapter 723, Florida Statutes.

10. The term "Community Owner" includes Park Owner as defined and used in Chapter 723, Florida Statutes.

B. BASE RENT

In consideration for the use of common area facilities and for the use of a place to locate a home, home owner shall pay to Community Owner in advance on the first day of every month a base rent of \$_____/month without any deduction or offset. If the commencement of the lot rental agreement begins on a day other than the first day of the calendar month, the home owner shall pay only a prorated amount based on the number of days remaining in the month, which prorated amount shall be due upon the commencement of the lot rental agreement. Home owner must pay by bank electronic funds transfer or other method approved by Community Owner in writing. Community Owner reserves the right to refuse a personal check. The base rent is subject to annual increases after notice from the Community Owner of such increase as required by Chapter 723, Florida Statutes.

C. OTHER FEES CHARGED TO HOMEOWNER. Other fees, charges, or assessments that the homeowner is responsible for are:

(1) Lot and lawn maintenance is the responsibility of the individual manufactured homeowner. In the event that lawn maintenance is not performed by the individual manufactured homeowner, the Community Owner may maintain such lot and the manufactured homeowner shall be responsible for the cost to the manufactured home Community of maintaining the lot and lawn. That cost is currently \$_____ per cutting.

(2) Water and sewage are the responsibility of the individual manufactured home owner as described herein. The manufactured home owner will be charged for water and sewer for a given month based on individually metered water consumption at rates established by the Florida Public Service Commission.

(3) Tree trimming and/or removal is the responsibility of the individual manufactured homeowner if that tree is located on the leased lot. Trees will not be trimmed or removed without the management's written

permission. If the manufactured homeowner refuses to trim and/or remove the tree, then the Community Owner may do so and bill the manufactured homeowner the amount of services in the following month's rent. The charge for tree trimming and/or removal is \$_____.

(4) A late fee of \$_____ will be charged for any payments not received in full by the fifth day of the month, and an additional fee of \$_____ will be charged for any payments not received in full by the fifteenth day of the month.

(5) An NSF Payment fee of \$_____ will be charged for any payment which is returned for insufficient funds.

(6) A lease processing fee of \$_____ will be charged by the Community Owner to cover the cost of work performed by Community Management in preparing the lease and related documents for signature by a prospective purchaser prior to the execution of a lease.

(7) The manufactured homeowner shall pay an extra resident fee of \$_____ per person per month for guests visiting beyond fifteen (15) consecutive days or more than thirty (30) total days per year.

(8) The manufactured homeowner will be charged a debris removal fee if the manufactured homeowner refuses, or for any other reason is unable, to comply with the Community Rules and Regulations regarding waste and refuse disposal. The charge for that service is \$ billed amount.

(9) The manufactured homeowner shall also be responsible for governmental assessments, fees, surcharges, and charges in accordance with Section VIII(F). Such taxes and/or assessments shall be allocated equally among all lots and shall be billed annually to the manufactured homeowner.

D. PASS-THROUGH CHARGES

The manufactured home owner may be responsible for pass-through charges, which 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" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the Community 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 Community. Any waiver of these charges by the Community Owner in a given year does not waive the Community Owner's right to charge for subsequent years.

E. PASS-ON CHARGES

No charge may be collected that results in payment of money for sums previously collected as part of the lot rental amount. The provisions hereof notwithstanding, the Community Owner reserves the right to pass on, more often than annually and at any time during the term of the lot rental agreement, ad valorem property taxes, non-ad valorem assessments, and utility charges, or increases of any of these ("pass on charges"), provided that the ad valorem property taxes, non-ad valorem assessments, and the utility charges are not otherwise being collected in the remainder of the lot rental amount, and provided further that the passing on of such ad valorem taxes, non-ad valorem assessments, or utility charges, or increases of any of these, was disclosed prior to tenancy, was being passed on as a matter of custom between the Community Owner and the manufactured homeowner, or such passing on was authorized by law. Such ad valorem taxes, non-ad valorem assessments, and utility charges shall be a part of the lot rental amount as defined herein.

Any waiver of these charges by the Community Owner in a given year does not waive the Community Owner's right to charge for subsequent years.

F. GOVERNMENTAL ASSESSMENTS, FEES, SURCHARGES AND CHARGES

The Community Owner reserves the right to pass on any non ad valorem taxes, utility charges, fees, surcharges, assessments, or increases of these which are assessed or mandated by any city, county, or state government or agency. This pass-on amount shall be a part of the lot rental amount as defined herein. Any pass-on charges resulting from this paragraph will be allocated equally among all lots and billed annually to the manufactured homeowner.

Any waiver of these charges by the Community Owner in a given year does not waive the Community Owner's right to charge for subsequent years.

G. INCREASES IN LOT RENTAL AMOUNT

The manner in which Lot Rental Amount will be increased is as follows:

1. Notice of Increase. Except when a shorter notice period is allowed by law, the Home Owner shall be notified of any increase in the Lot Rental Amount at least 90 days prior to the effective date of such increase. Notice of Lot Rental Amount increases will be deemed "given" when either: (1) hand delivered to the Home Owner; or (2) placed in the U.S. Mail by either Community Owner or its agent.

2. Factors Affecting Increases. Increases in base rent, special use fees or any other fee or charge currently or hereafter comprising a part of the Lot Rental Amount will be based on the factors set forth below:

a. "Increased costs" which refers to any increases experienced by Community Owner since the delivery of notice of the last increase in the Lot Rental Amount in the total costs arising out of the ownership, operation and management of the Community. All present and future operating expenses and other charges of every kind and nature may be taken into account in determining the total costs, and such expenses and charges may include, but are not necessarily limited to: (1) costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal; (2) property taxes and special assessments and levies; (3) insurance premiums; (4) the cost of general repairs; (5) the cost of janitorial, security, cleaning, window washing and pest control; (6) the cost of redecorating, renovating and landscaping the common facilities or areas in the Community, and of striping, patching and repairing any roadways, vehicular parking areas or storage areas in the Community; (7) the cost of providing heating, ventilating and air-conditioning services to any recreational building or other common area or facility in the Community; (8) reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Community; (9) management fees paid in connection with the operation and management of the Community, including any such fees paid to Community Owner or any affiliate of Community Owner; (10) the cost of capital improvements or major repairs or capitalized expenses made in or for the benefit of the Community, and the funding of any reserves for capital improvements or repairs; and, (11) license fees, permit fees and other fees and charges payable to the State of Florida or any agency or municipality thereof.

b. "Prevailing Market Rent" refers to the Lot Rental Amount imposed in manufactured home communities which are comparable to this Community, or the Lot Rental Amount willingly paid from time to time by new residents in the Community. A community will be deemed comparable if it is located in the same competitive area as this Community, and offers similar facilities, amenities, services and/or management.

c. "Prevailing Economic Conditions" refers to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessperson in establishing the Lot Rental Amount or any increase in the amount thereof. These factors may include, but are not necessarily limited to: (1) the costs attendant to the replacement of this Community in the economic environment existing at the time of any increase in the Lot Rental Amount, including land acquisition costs, construction costs, and losses associated with the operation of a manufactured home community prior to full occupancy, and the level at which the Lot Rental Amount must be established in order that Community Owner will realize a reasonable rate of return on the costs referred to in this clause; (2) the level at which the Lot Rental Amount must be established in order that Community Owner will realize a reasonable return on the "Owner's Equity;" for this purpose, the "Owner's Equity" refers to the fair market value of the

Community from time to time, less the then current existing mortgage indebtedness; (3) the level at which the Lot Rental Amount must be established in order to pay the level of interest rates and other financing charges associated with construction, interim and permanent financing, including the cost of purchase of the property; (4) 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; (5) the levels of the Consumer Price Index, U.S. City Average - All Urban Consumers (1982-84 = 100) and/or any other widely accepted replacement index measuring the relative value of the U.S. dollar; (6) other economic factors which might reasonably be expected to affect either the value of the Community, the rate of return available to the Owner of the Community at the existing level of the Lot Rental Amount, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessperson in considering the amount of Lot Rental Amount increase required in the Community in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Community.

3. Community Owner reserves the right to increase the Lot Rental Amount, upon ninety (90) days' notice (or such other shorter notice period if allowed by law), on a date other than the expiration date of the term of the lot rental agreement, when the manner of increase is disclosed in the Prospectus and lot rental agreement, the term of the lot rental agreement exceeded twelve months, and provided that the increase in Lot Rental Amount shall occur no more frequently than annually (except if otherwise allowed by law).

H. DIFFERENT BASE RENTS

Different base rents for lots within the Community can be charged in the sole discretion of the Community Owner.

I. RESALE, ASSUMPTION

The Community Owner may increase the Lot Rental Amount to be paid by a resale purchaser of a manufactured home in the Community upon the expiration of the assumed rental agreement (December 31) without regard to other lot rental amounts in an amount deemed appropriate by the Community Owner. The Lot Rental Amount for a resale purchaser for the January 1st after the purchase will be an amount not in excess of market rent. Except when a shorter notice period is allowed by law, the manufactured homeowner shall be notified of the increase in Lot Rental Amount at least ninety (90) days prior to the increase.

J. DESTRUCTION OF MANUFACTURED HOME

If a manufactured home is substantially destroyed by fire or storm, the manufactured homeowner shall promptly remove all debris from the lot and take all other action required to render the lot fully tenantable for another manufactured home. If the manufactured homeowner fails to do this within thirty (30) days after demand by the Community, the Community shall have the right to remove such debris and to charge the manufactured homeowner the reasonable cost thereof. Damage to or destruction of a manufactured home shall not cause Lot Rental Amount to abate.

IX. USER FEES

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

"User fees" are defined in Section VIII(A)(7) above.

User fees will be increased based on increased costs, prevailing market rent, and/or prevailing economic conditions. Notice of an increase or change in user fees will be provided to the manufactured homeowner five (5) days prior to the increase. Notice of increase will be given by posting a notice at the clubhouse, or at the manager's office, or personal delivery, or by U.S. Mail. Notice by U.S. Mail shall be deemed effective upon delivery to the Post Office.

The Community as of the delivery date of this Prospectus does not provide non-essential or optional services, and does not charge or levy user fees but reserves the right to do so. To the extent it does so in the future, Exhibit E-4 will be the form of the user fee agreement.

The costs of all other services required by the homeowner are solely the homeowner's responsibility. Any new services not presently provided which might in the future be provided to home owners shall be the subject of a user fee and a separate agreement.

X. COMMUNITY RULES AND REGULATIONS

The Community Rules and Regulations are set out in Exhibit E-3 and are incorporated herein by reference. The Community Owner can refuse to accept a prospective home buyer who does not meet the qualifications for residency required by the management in the Rules and Regulations. If a purchaser of a manufactured home in the Community fails to qualify and to obtain approval to become a tenant in accordance with the Rules and Regulations, that shall be grounds for eviction.

Community Rules and Regulations shall be set, changed, or promulgated in the following manner:

a. Current Community Rules and Regulations in effect governing manufactured home owners' behavior, guest procedures, times for using recreational facilities, and any other rules are as set forth in the exhibit attached to this Prospectus.

b. Rules and Regulations changes, and adoption of new Community Rules and Regulations will be made in accordance with Chapter 723, Florida Statutes.

XI. ZONING CLASSIFICATION

Existing zoning classification of the Community property is HDR with PD overlay. The permitted use under the classification is rental manufactured home community.

XII. ZONING

The nature and type of zoning under which the manufactured home Community operates and the name of the zoning authority which has jurisdiction over the land comprising the manufactured home Community are: HDR with PD overlay, rental manufactured home community; Citrus County, Florida. At the time of this prospectus filing no definite plans exist for changing the existing land use.

XIII. EXHIBITS

Exhibits to this Prospectus include:

- a. A copy of the manufactured home Community layout showing the location of the recreation areas and other common areas. Exhibit E-1.
- b. A copy of the lease agreement to be offered for rental of manufactured home lots. Exhibit E-2.
- c. A copy of the Rules and Regulations of the Community. Exhibit E-3.
- d. A copy of the User Fee Agreement. Exhibit E-4.
- e. A copy of the Guest Registration Form. Exhibit E-5.

The Community reserves the right to amend this Prospectus or any exhibits thereto from time to time to the extent permitted or required by law, including but not limited to changes in relevant statutory provisions and changes in relevant rules of the Department of Business and Professional Regulation or any other agency having jurisdiction over the operation of this Community.

XIV. EFFECTIVE DATE

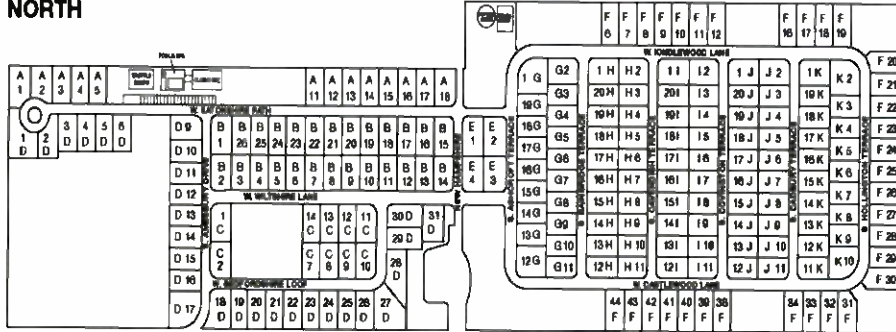
This Prospectus was deemed by the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation to be adequate to meet the requirements of Chapter 723, Florida Statutes on 2-12-2014. The identification number assigned by the Division is PR9782-P2. The lot number to be occupied is _____.

Exhibit E-1

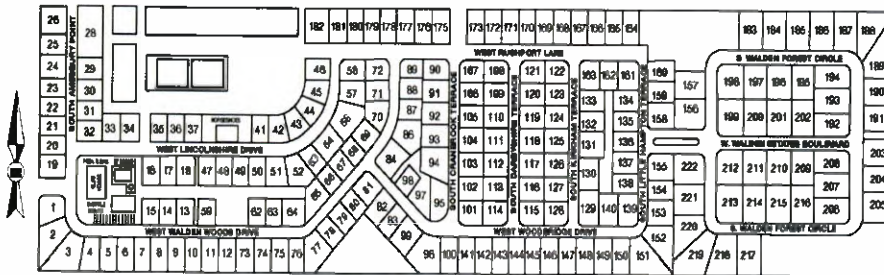
COMMUNITY LAYOUT



NORTH



LIMITED



7193 West Walden Woods Dr. • Homosassa, FL 34446
 (352) 382-5704 • www.waldenwoodsFL.com



Exhibit E-2

WALDEN WOODS NORTH LEASE AGREEMENT

THIS LEASE made and entered into this ____ day of _____, 20____, by and between GCP WALDEN WOODS TWO, LLC, known as WALDEN WOODS NORTH , hereinafter called the "Community" and _____ hereinafter called the "Owner-tenant".

WITNESSETH, that in consideration of the covenants herein contained, on the part of the said Owner-tenant to be kept and performed, the said Community does hereby lease to the said Owner-tenant the following described property: Street: _____, Lot No.: _____.

TO HAVE AND TO HOLD the same from the ____ day of _____, 20____, until the 31st day of December, 20____, the said Owner-tenant paying the initial monthly base rent of \$_____ from the beginning of this Lease until the 31st day of December, 20____. Upon expiration of the current term, this Lease Agreement shall automatically renew for a term not to exceed 12 months. Annual Lot Rental Amount increases for calendar year 20____ and subsequent years will be based on the factors set forth in the prospectus. Lease renewals and increases will become effective the first day of January of each year thereafter and will be a part of the Lease Agreement for that year. Base rent will also be increased in calendar years subsequent to the initial year by any increase in real estate or other taxes and assessments by a federal, state or local government. Such increases in taxes and assessments will be based on a prorata computation among all lots in the Community and will be charged to all residents to whom this Lease Agreement is applicable. Except when a shorter notice period is allowed by law, the manufactured homeowner shall be notified of the increase in base rent at least ninety (90) days prior to the increase. The terms "base rent" and "lot rental amount" are each defined separately in the prospectus.

Lot Rental Amount payments are due on or before the 1st day of each month for that month, at the place designated by the Community.

The Owner-tenant covenants and agrees to the following:

1. To make no unlawful, improper, or offensive use of the property.
2. To comply with the Rules and Regulations of the Community. A copy of said Rules and Regulations has been furnished to the Owner-tenant.
3. That the Lease is governed by Chapter 723, Florida Statutes (Florida Mobile Home Act) as currently in effect at the time of execution of this document, the provisions of which are incorporated herein by reference.
4. Actions by the Owner-tenant which constitute grounds for eviction under Section 723.061, Florida Statutes, shall be a violation of this Lease. Failure of the Community to evict an Owner-tenant for violation of any one of the grounds set forth in Section 723.061, Florida Statutes, or for any grounds provided for in this Lease, shall not waive the right for the Community to consider any subsequent violation of the same grounds, or the violation of any other grounds, a breach of this Lease by Owner-tenant so long as permitted by Chapter 723, Florida Statutes.
5. As provided in the Rules and Regulations, rules and regulations may be modified, eliminated, or additional rules and regulations adopted by the Community upon giving the Owner-tenant notice thereof as required by law. Any such change must be in accordance with Chapter 723, Florida Statutes.
6. This Lease and the privileges contained herein are not assignable, and said Lease is only valid as long as those executing the Lease reside upon the premises as set forth in this Lease, and are in full conformance with all

provisions of this Lease and the Community Rules and Regulations, except that a new homeowner may assume, in writing, the balance of the annual Lease through December 31 of the year of purchase in accordance with Chapter 723, Florida Statutes.

7. Owner-tenant expressly understands and agrees that, upon execution of this Lease, all prior leases, rental agreements, negotiations, and other agreements between the parties regarding the lot leases are hereby terminated, void, and of no legal force and effect.

8. Storm drainage is included in the base rent and charged in accordance with, and subject to increases as set forth in, Section VII of the Prospectus. Water and sewer are charged as special use fees included in lot rental amount and are not included in base rent.

9. Other financial obligations of the Owner-tenant, not including user fees, are as follows:

		<u>Fees or Charges</u>
Lot and Lawn Maintenance (not charged unless Owner-tenant fails to maintain lot and lawn)		\$ _____
Water and Sewage	Water and sewage are the responsibility of the individual Owner-tenant. The Owner-tenant will be charged for water and sewer for a given month based on individually metered water consumption at rates established by the Florida Public Service Commission.	
Tree Trimming/Removal, Debris Removal (not charged unless Owner-tenant fails to provide services himself)		\$ _____
Late Payment Charge		\$ _____ for any payments not received in full by the fifth day of the month, and an additional charge of \$ _____ for any payments not received in full by the fifteenth day of the month.
NSF Payment Charge		\$ _____
Extra Resident Fee		\$ _____
Lease Processing Fee		\$ _____
Debris Removal	charged in accordance with Section VIII(C) of the Prospectus	\$ _____
Governmental Assessments, Fees, Surcharges, and Charges	charged in accordance with Section VIII(F) of the Prospectus	\$ _____

The fees will be charged and increased as set out in Sections VIII of the Prospectus. No services are included in the lot rental amount other than those services stated above.

10. The Community reserves the right to pass on and pass through charges in accordance with the Prospectus and Chapter 723, Florida Statutes.

11. The Community and all Owner-tenants shall comply with all governmental regulations including, but not limited to, those of the Southwest Florida Water Management District (SWFWMD). Each Owner-tenant within the manufactured home community at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with SWFWMD. All Owner-tenants shall be responsible for maintaining designed flow paths for side and rear drainage as shown in the permitted plans. If the constructed flow path is disturbed or modified, the Community has the authority to enter the property and reconstruct the intended flow pattern and assess the Owner-tenant with the expense.

12. Owner-tenant(s) acknowledge that they have read the foregoing, the Rules and Regulations, and the Prospectus, and that Owner-tenant was offered the foregoing Lease prior to occupancy.

We have read and understand this Agreement and agree to the terms set out herein. WITNESS our hands and seals on the date set out above.

Owner-tenant

Community Representative

Owner-tenant

WALDEN WOODS NORTH COMMUNITY RULES AND REGULATIONS

For your convenience, security and the pleasant atmosphere associated with gracious manufactured home living, the following rules and regulations are enforced:

1. Applicant for occupancy must be considered desirable and compatible with other occupants of the Community. The Community is intended and operated to provide housing for the occupancy by older persons. For admission to the Community as an occupant, an applicant must be considered desirable, must be compatible with the other occupants of the Community, and at least one person in 80% of the total occupied lots must be 55 years of age or older. All other occupants must be at least 40 years of age or older. The Community Owner reserves the right to accept an occupant younger than these requirements who is a handicapped dependent and a member of the occupant's immediate family. Upon application for residency, an applicant must provide copies of birth certificates for each occupant or such other documents, which if presented to the Social Security Administration, would be acceptable to establish age.

At the outset of each even-numbered year, Community Management may request specific information from each Resident to facilitate the completion, compilation, and updating of the Community's census records. This information may encompass, but is not restricted to, the following: 1) the number of individuals residing in the household along with their respective names; 2) evidence demonstrating clear and proper title to the Resident's home; 3) a copy of the Resident's government-issued identification; 4) copies of any death certificates pertaining to either the ownership or occupancy of individuals in the residence; 5) documentation validating ownership and registration, as well as the make, model, and color of any vehicles owned by the Resident to be parked within the Community; and 6) the names and valid contact details (including phone number and email address) of at least one individual who may be reached on behalf of the Resident in the event of an emergency. Should Residents have any inquiries or require information concerning the Community census, they are encouraged to reach out to Community Management.

2. Children are not acceptable in the Community, except for visitation of not more than fifteen (15) consecutive days or thirty (30) total days per year. Residents are responsible for the behavior of visiting children. Children up to age 15 must be supervised by a person 18 years of age or older in and around all recreation areas at all times.

3. Residents away for more than two (2) weeks must notify the office in advance as to what arrangements have been made for the necessary grounds care. Management reserves the right to do the necessary work so that the lot will meet the standards of the Community. The costs will be charged to the tenant as set forth in the Lease Agreement and the Prospectus.

4. Laundry Lines: No one is permitted to hang towels, rugs, rags, or any wearing apparel on the manufactured home, on or in the carport and/or screen room, awning, storage shed, or on any other appurtenance to the home or fixture on the homesite.

5. Only tenants' cars may be washed in the Community. The speed limit shall not exceed 15 miles per hour. No parking of vehicles on lawns or roads. No major repairs or overhaul of cars, boats, etc., is permitted on homesite or roadways. No airboats are permitted. Motorcycles that operate quietly will be permitted in the sole discretion of Management. Mopeds or golf carts must be approved by the Community Manager. Commercial vehicles, campers, travel trailers, boats, etc., shall be kept in the designated areas only if such an area exists. Campers, motor homes, pods or similar storage containers, and boats will be permitted up to 48 hours for loading and unloading. No person may remain overnight or to otherwise reside in the Community in any camper, motor home or similar vehicle. Operators of all motorized vehicles within the Community must have a valid operator's license. Motorcycles, mopeds or motor scooters, if properly licensed, may be operated only as transportation on Community streets via the shortest route in and out of

the Community. ATV's, dirtbikes, minibikes, go carts, and any other type of off-road vehicles are strictly prohibited within the Community. All permitted vehicles must have factory-type quiet mufflers which are to be in place while the vehicle is being operated in the Community. Prior to storing, parking and/or driving any motorcycles, mopeds or motor scooters in the Community, it is the Resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled. Pedestrians, golf carts and bicycles have the right-of-way.

6. Rental rates are for not more than two persons. A fee will be charged for each additional permanent resident per month. The lot rental amount is payable one month in advance on the first day of the month. A late fee will be charged for any payments not received in full by the fifth day of the month, and an additional fee will be charged for any payments not received in full by the fifteenth day of the month. Tenants with street lights are required to keep lights operating during the evening hours at all times.

7. Neither management nor owner shall be liable for accident or injury to life or property through use of recreation facilities, or for loss or damage caused by accident, fire, theft, or act of God to any manufactured home. In the event tenant has called for fire, police, or ambulance, please notify the Community Manager at the same time.

8. Management may evict a tenant or any occupant or prospective tenant or the home itself for any of those grounds as set forth in section 723.061, Florida Statutes.

9. Community Pet and Assistance Animal Rules.

Residents may have two (2) registered "domesticated" pets per household with Management's approval. All pets must be registered with Management before entering the home. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, Staffordshire Terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas, certain bulldog breeds (including pitbulls), wolf breeds and chows as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance] are not permitted in the Community due to their size and/or aggressive natures. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.

Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of pet privileges and/or eviction pursuant to section 723.061, Florida Statutes.

a. Pets are specifically prohibited from the office, from other Community or recreation buildings or facilities, or other Residents' lots.

b. Where required, a current rabies tag must be worn by the pet. Home Owner must have proof that their pets have had all required and updated vaccinations.

c. Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to, lunging, growling, biting and/or barking at Residents or other pets.

d. Residents are required to clean up their pet's defecation on their site and while walking their pet. Residents may not walk their pets on other Residents' lots, vacant lots, or picnic area.

e. When outside, all pets must be kept on a hand-held leash.

f. Pets may not be tied up and left outdoors.

g. Management may require removal of pets that cause excessive noise or disturb other Residents.

- h. "Beware of Dog" signs are not permitted.
- i. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the community.
- j. Feeding of wildlife, including feral cats, is strictly prohibited. Residents are required to notify Community Management if they become aware of the presence of any feral cats or other animals which are or may become a nuisance in the Community. Residents who observe a neighbor feeding feral animals are required to report such activity to Community Management during regular business hours.
- k. Legitimate assistance animals may be accommodated with proof of disability (as defined by the law) and written verification from a health care provider. The Community Manager can provide you with the Service Animal policy and required forms.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents.

10. All homes will have brick skirting, attached utility shed, carport, concrete or paver driveway, concrete or paver patio, irrigation, fully sodded lawn, concrete steps and central air conditioning approved by the management. All additions or changes to the original manufactured home and its exterior aluminum and concrete packages must have prior written approval from the Community Owner. (This is to maintain the uniformity of the Community).

11. Prior to installation of exterior antennas, the type, size and location on the home must be approved by Community management.

12. Prior to installation of any air conditioning unit, other than the central air conditioning as originally installed, the type, size and location on the home must be approved in writing by Community Management.

13. All homes must be adequately insured for liability.

14. Residents are at all times responsible for the actions of their guests. Tenants, please advise your guests of the Rules and Regulations. Guests not abiding by the Rules and Regulations will be asked to leave the Community. Guests wishing to use the facilities at Walden Woods North must, at all times, be accompanied by their host homeowner. In your absence, if guests have your permission to stay in your home, please advise management in advance. On their arrival, please have them come to the manager's office.

All overnight Guests or Guests who will be using Community recreational facilities, must be registered by their Resident host at the office during normal office hours upon or prior to arrival. Guests arriving on weekends or holidays must be registered by their Resident host during office hours on the last business day prior to their Guests' arrival. All Guests having a vehicle must register the vehicle with the Community Manager and receive a vehicle pass. Failure to register a Guest or Guest's vehicle will subject the Guest to immediate removal from the Community. See the Guest Registration Form exhibit to this prospectus for further information. Guests must notify the office upon their departure. Residents must complete and file a Guest Registration Form with Community Management prior to having any guests or visitors in the Community when such guests or visitors are in the Community for a period of at least twenty-four (24) hours.

15. No commercial business can be operated from a home in Walden Woods North, and no advertising signs may be erected on the Resident's lot or manufactured home. Babysitting, childcare, handling of scrap metal and animal grooming for compensation are commercial enterprises and are prohibited within the Community. Babysitting, childcare or animal grooming which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community are allowed as are minor home repair that does not require a permit and monitoring of homes during the absence of the homeowner; however, if complaints about any such activity are received

by Community Management, Management reserves the right, in its sole and exclusive discretion, to prohibit future performance of the activity by the offending resident(s). A "business" also includes any commercial enterprise which: (1) is required to be licensed by local or state law; (2) requires traffic from outside the Community to enter for the purpose of dealing with said business; (3) uses any type of sign or advertising on the exterior of the home; (4) includes door-to-door canvassing of Community Residents; (5) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (6) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, renting or other business use.

16. Residents selling their manufactured home cannot guarantee the prospective homeowner a site in the Community. All prospective buyers must be approved by management prior to moving into Walden Woods North.

17. There will be no fences permitted on any lot.

18. Signs. One "For Sale" sign, no larger than 12 inches by 18 inches, is allowed in the inside front home window only. Homes located on corner lots may place the "For Sale" sign in a side window of the home instead of a front window. Exceptions for an alternative location for placement of the "For Sale" sign will be reviewed by Community Management on a case-by-case basis and will only be allowed upon prior written approval of Management. Information on the sign is limited to stating the Home is for sale, and broker's name and telephone number. The "For Sale" sign must be removed within forty-eight (48) hours of the closing of the sale of the Home. No signs of any other kind, including but not limited to political signs, "No Trespassing" signs, and "Beware of Dog" signs, are allowed on the home, in the windows of the home, or on the lot with the exception of an open house sign as referenced below. Signs of any kind are generally prohibited on golf carts as well as any other vehicles in the Community. Logos affixed to Residents' motor vehicles (not including golf carts) may be permitted on a case-by-case basis; removable temporary or magnetic signs, however, are prohibited. These prohibitions on signs apply to both Residents themselves and to any guests or invitees of Residents, including outside brokers.

19. Garage and/or yard sales are prohibited on Residents' lots. Residents may have a one-day estate sale, not to exceed five (5) hours in duration, only upon prior written approval of Community Management; Community Management will make decisions regarding the allowance of estate sales on a case-by-case basis. Garage or yard sales are prohibited throughout the year, with the exception of the Community-wide garage/yard sale, which will be hosted at least once per year, as determined in the sole discretion of Community Management. Residents are allowed to host open houses, only for the purpose of selling their home, subject to the following restrictions: 1) the open house may only take place on either Saturday or Sunday between the hours of 10:00 a.m. and 2:00 p.m.; 2) only one (1) bandit sign advertising the open house, no larger than 18" x 24", is allowed in the front yard only; no other signs of any kind, including but not limited to signs posted on vehicles or golf carts, are allowed. The sign must be promptly removed once the open house is completed; and 3) All "For Sale" signs must adhere to the requirements for same which are set forth in these Rules and Regulations.

20. Flags. The maximum number of standard flags permitted on any homesite is a total of two (2). Standard flags may be either mounted to the home or carport by a flag pole, or the Resident may make a request to Community Management for an in-ground flag pole. If the Resident's request is granted, there is a maximum of one (1) in-ground flag pole, not to exceed 20 feet (20'), per lot. Standard flags may be up to but no greater than 3½ feet by 5 feet in size. Flags displayed on a flag pole may contain no more than two (2) flags on a single pole. In addition, a maximum of two (2) small garden flags may be placed in the ground in landscaping beds. All flags must be kept in a well-maintained condition and may not be tattered, ripped, or torn. If Community Management determines, in its sole discretion, that a flag needs to be either replaced or removed, then the Resident will be required to either replace or remove the flag as directed and upon reasonable notice by Community Management. In the interest of fostering an atmosphere of inclusion, only the following flags are permitted: 1) any Community of Nations flag, including official U.S. flags; 2) state or provincial flags; 3) military branches; 4) sports teams; and 5) seasonal or holiday flags. The garden flags will be permitted on each homesite in the designated landscaping areas only as long as they are non-political in nature and as long as they are placed in such a way that does not interfere with lawncare services. Any flag which is determined to be harmful or offensive by Community Management in Management's sole discretion may be ordered to be removed immediately.

21. No digging of soil will be permitted without prior consent from the management. All plantings must be approved by management. Owner-tenant must keep all plantings trimmed and in neat order (weeded).

22. Waste and refuse shall not be placed curbside for pickup earlier than 7:00 p.m. of the evening prior to the day of pickup. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection.

23. No one other than those executing the lease agreement shall be allowed to reside upon the premises (lot) set forth in the lease agreement without written consent from the Community Manager. The purchase of your home by those who have not executed a Lease Agreement or obtained written consent from management shall not constitute permission or rights for purchaser(s) to reside within the Community. All prospective residents must be approved by management and execute a lease agreement.

24. Loud noises, disorderly conduct, abusive, profane or threatening language, harassment of residents or their guests, and annoying parties shall not be permitted. Residents and their guests shall conduct themselves so as not to interfere with the peaceful enjoyment of the Community by its residents.

Residents and their guests shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, guests, occupants, or invitees, or directed at Community Management or Management's agents, employees, or vendors. This rule against abusive or harassing behavior and intimidation or aggression includes any communications, threats, and/or behavior sent or expressed via email, social media platforms, and any other type of digital platform. If, after evaluation by the Community Owner it is determined that the Resident or guest has engaged in abusive or harassing behavior, either verbal or physical, or has engaged in any form of intimidation or aggression directed at other residents, guests, occupants, or invitees, or directed at Community Management or Management's agents, employees, or vendors, as determined in the discretion of the Community Owner, then the Resident or guest shall be found to have endangered the peaceful enjoyment of the Community by its residents, or to have unreasonably disturbed other residents of the Community, or to have committed a breach of the peace. Pursuant to section 723.061(1)(c), Florida Statutes, based on the specific facts of each violation the Resident shall receive either: (1) a 7 day notice of violation in conjunction with which the Resident's rental agreement shall thereafter be terminated and the Resident must vacate the premises within 7 days after the notice to vacate is delivered; or (2) a 7 day notice of right to cure. If the Resident does not comply by the designated date, then a second notice of violation with supporting documentation may be given. If compliance is not obtained by the deadline set forth in the second notice, then a 30-day termination of tenancy notice shall be issued and the Resident will have 30 days to vacate the Community. Based on such a determination that the Resident or guest has engaged in abusive or harassing behavior the Community Owner may evict the home owner or guest subject to section 723.061, Florida Statutes. The Community Owner may terminate the Resident's Lot Rental Agreement and evict the Resident upon the Resident's failure to comply with the Lot Rental Agreement or with the Rules and Regulations, subject to the provisions of section 723.061, Florida Statutes.

25. Use of the Community facilities is at your own risk. Please be careful.

26. All persons must use pool side shower before entering pool and after applying suntan lotion (oil). No rafts or floats are allowed in the pool. No food or glass containers are allowed in the pool area. Persons wearing swimming attire are not allowed in the clubhouse, except for use of the clubhouse bathrooms. Persons who use the clubhouse bathrooms while wearing swimming attire may not otherwise loiter or remain in the clubhouse while wearing said swimming attire.

27. Subleasing and Renting. The Home Owner shall not sublease the leased lot without the written consent of Community Owner. Notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels the Community Owner to do so, and the Community Owner in its sole discretion may refuse to allow subletting at any time. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing without Community Owner's written consent shall be void and shall constitute a default by Home Owner. Manufactured Home spaces are not transferable. No sub rental, sub-lease, or occupancy by or through a rental/purchase

option of lot by anyone other than the Community Owner is authorized. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of rents shall be deemed a waiver of this provision, or the acceptance of the subtenant or occupant as tenant, or as a release of the Home Owner(s) from further compliance by Home Owner(s) with the rules and regulations. Any consent by Community Owner to a subleasing shall not relieve Home Owner(s) from obtaining written consent from Community Owner for any further subleasing. In the event Home Owner wishes to sublease the Lot and if written permission for subleasing from the Community Owner is obtained, Home Owner hereby grants Community Owner the exclusive right to serve as rental agent for the Community recognizing Community Owner's interest in preserving its ability to monitor residents in the Community, to orient such residents to the rules and regulations of the Community, and to effectively enforce the rules and regulations of the Community. Home Owner must arrange all subleasing through Community Management although, if subleasing is approved in writing by Community Owner, Home Owner may sublease to any person or persons who are qualified to lease a lot within the Community.

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

29. No natural-burning fire pits will be allowed in the Community at any time. Only propane-based fire pits will be permitted, and residents must not leave any fire pit burning unattended.

Owner-tenant, by execution of the lease, acknowledges that these Rules and Regulations are a part of the lease. These Rules and Regulations may be amended in accordance with Chapter 723, Florida Statutes.

30. All homes must be power-washed on all four sides, including the skirting, patios, carports, garages, gutters, sheds, driveways, and sidewalks, at least once a year. Additional power-washing may be required at the discretion of Community Management. In the case that additional power-washing is required by Management, the power-washing must be completed within fourteen (14) days of receiving notice regarding same. Power-washing must be completed, and the Community offices must be informed of such completion, by May 1st of each year.

31. Carports are for vehicle parking only and may not be enclosed or converted into any type of living or entertainment space. Carports may only be enclosed up to a maximum of 50% of the total carport area for the purpose of creating a screened lanai or expanding the carport shed only (no other enclosure exceptions are permitted). Enclosing or converting a carport into a lanai is strictly prohibited without written permission from Community Management via an exterior improvement request form. If approval is granted by Community Management after completion and submission of the request form, such lanai must not be more than fifty (50) percent of the carport's length and must not block the driveway or carport from accommodating two (2) vehicles in accordance with these Community Rules and Regulations. Fencing inside the carport is strictly prohibited. All enclosures must be properly permitted as required by applicable local ordinances.

32. All exterior colors and materials used in improving the Home, including paint color, trim, siding, replacement roof materials and roof sealants, must be approved in writing by Community Owner prior to their use on the Home. Failure to obtain written approval of Community Owner prior to use of any exterior colors or materials on the home, including painting of the home, may result in the Home Owner having to repaint the home in a Community Owner-approved color at the Home Owner's sole expense upon sixty (60) days' notice.

33. Each resident is responsible for keeping his or her respective trees, plants, and flower boxes trimmed and attractively maintained. Homesites are to be kept free of dead limbs and weeds and shall not be permitted to become overgrown. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is

necessary to receive written approval from Community Management prior to planting. All trees, shrubs and plants on the lot are the property of the Community and are not to be moved by the Home Owner or by other residents. Nonetheless, plants and shrubs planted by the Home Owner may be removed when vacating the lot with Community Management's approval. Sod must be replaced by the Home Owner where planting is removed. Existing trees or shrubs must not be damaged or removed by the Home Owner without prior written permission of the Community Manager. The Home Owner is responsible for any trimming and maintenance and/or removal of any tree and/or shrub located on the mobile home lot. For purposes of this rule, any tree the trunk of which is entirely within the boundary of the Home Owner's lot is considered to be "on the mobile home lot." Any tree the trunk of which is on a boundary line of the 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 mobile home lots) or of the Community Owner (if the trunk is on a boundary line separating the Home Owner's lot from a common area of the Community or from an unoccupied lot). Trees that are the property of the Community (those the trunk of which is located entirely within a common area of the Community) may be trimmed or removed at the sole discretion of Community Management. Dead trees, or trees and shrubs located on the mobile home lot and damaged by high winds, or any other act of God, must be removed by the Home Owner, at Home Owner's expense, within seven (7) days of occurrence of death or damage of the affected tree or shrub. Vegetable gardening is not permitted on any lot. Trees and shrubs must be kept well groomed at all times. The Home Owner must cure any default under this paragraph within two (2) weeks of written notice as provided herein.

34. Drones – For purposes of this rule a drone is a powered, unmanned, aerial vehicle that (1) uses aerodynamic forces to provide vehicle lift; (2) can fly autonomously or be piloted remotely; and (3) is designed to be recoverable, and is also referred to as an "unmanned aerial vehicle" or an "unmanned aircraft system." Residents, and any guests of Residents, shall not be permitted to fly or use a drone within the Community. Community Management reserves the right to operate its drones within the Community on a limited basis. Community Management will notify Residents in advance of any drone usage for marketing purposes.

35. Community Management reserves the exclusive, unrestricted right to grant exceptions to these rules and regulations 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 and regulations may be granted by the Community Manager 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.

Exhibit E-4

WALDEN WOODS NORTH USER FEE AGREEMENT

The Community Owner and homeowner, as evidenced by the execution of this Agreement, do hereby agree the provision of the following described services for a fee as set forth below.

It is understood between the parties that the fee is to be charged for the service rendered and that the fee may be increased in the future upon notice as set out in the Prospectus. The basis for the increase in the fee will be those factors as set out in Section IX of the Prospectus. Any other user fees will be the subject of a separate agreement.

SERVICE	FEE
_____	\$ _____
_____ Community Owner Agent's Signature	_____ Homeowner's signature
_____	\$ _____
_____ Community Owner Agent's Signature	_____ Homeowner's signature
_____	\$ _____
_____ Community Owner Agent's Signature	_____ Homeowner's signature

WALDEN WOODS NORTH – GUEST REGISTRATION FORM

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Home Address _____

City, State, and Zip Code _____

Host Community Resident: _____

Address: _____

Dates of visit to Community _____

Children under the age of 15 shall be supervised and shall be accompanied at all times by a resident parent, or legal guardian.

Automobile Information

Guest's Vehicle: Make/Model/Yr. _____

Tag# & State of Issue _____

Pet Information

Are you bringing a pet into the Community? Yes/No Type: Dog Cat Other. Please specify: _____

Has physician determined that animal is necessary for medical reasons as verified by physician: Yes / No

The undersigned warrants and represents that all statements herein are true.

Guest _____ Date _____

Guest _____ Date _____

Host Resident _____ Date _____

Exhibit 21

**PROSPECTUS
FOR
WALDEN WOODS**

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN LEASING A MOBILE HOME LOT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.
3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER. OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.
4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF FIFTEEN (15) DAYS.

PRMZ001479-P1
Original Prospectus Approval Date 11-14-1985
Last Revision Date 12-8-2025
Integrated Copy Assembled 12-9-2025

SUMMARY

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN LEASING A MOBILE HOME LOT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.
3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.
4. IF THIS PROSPECTUS WAS RECEIVED PRIOR TO OCCUPANCY IN THE MOBILE HOME PARK, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF FIFTEEN (15) DAYS, OR UNTIL OCCUPANCY IN THE PARK, WHICHEVER OCCURS FIRST.

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PROSPECTUS FOR WALDEN WOODS

I. NAME AND ADDRESS OF PARK

Walden Woods
7193 W. Walden Woods Drive
Homosassa, Florida 34446

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices on the Park owner's behalf:

Chief Operating Officer
Sun Communities, Inc.
27777 Franklin Road, Suite 300
Southfield, MI 48034

III. PARK PROPERTY DESCRIPTION

A. Lots, Set-Backs and Minimum Separation Between Mobile Homes

Number of lots in each phase:	Phase I	36
	Phase II	53
	Phase III	82
	Phase IV (the Estates)	42

The total number of lots in the Park is 213. Additional lots may be developed in the future in additional phases.

B. Approximate size of each lot: sizes vary depending on location in the Park:

Phase I (36 Lots)

<u>Lot Number</u>	<u>Approximate Dimensions</u>
5,6,7,8,9,10,11,19,24	55' x 85'
12,20,21,22,23	52' x 85'
13,14,15,16,17,18 28,29,30,31,33	55' x 80'
35,36,37	52' x 80'
32,34	60' x 80'

(Phase I - Continued)

1	55' x 85' x 83' x 97'
2	40' x 97' x 106' x 142'

3	40' x 142' x 108' x 90'
4	40'x 90' x 61' x 85'
25	50' x 85'
26	56' x 85'

Phase II
(53 Lots)

<u>Lot Number</u>	<u>Approximate Dimensions</u>
73,74,75,76,176,177,178,179,180,181	52'x 85'
46,47,48,49,50,59,62,63,64,71,82,83,176	55' x 80'
41,53,54,66,67,68,78,79,80,87,88	52' x 80'
58,69,72	60' x 80'
42	98' x 86' x 45' x 80'
43	65' x 83' x 40' x 90'
44	58' x 88' x 40' x 83'
45	40' x 35' x 80' x 40' x 88'
51	65' x 81' x 52' x 80'
52	55' x 37' x 80' x 42' x 81'
56	60' x 27' x 84' x 40' x 80'
57	72' x 80' x 48' x 84'
65	40' x 75' x 80' x 40' x 100'
70	40' x 70' x 80' x 40' x 80'
77	40' x 85' x 64' x 47' x 80'
81	58' x 80'

(Phase II - Continued)

84	62' x 80'
86 (Currently combined with lot #86 to form one double lot but Community Owner may separate lots in the future)	40' x 88' x 76' x 80'

89	52' x 80'
98	65' x 82' x 40' x 80'
182	80' x 85'

Phase III
(82 Lots)

143,146,147,148,149,150,151,152,160,164, 165,166,167,168,169,170,171,172,173,175	55' x 85'
94,99,100,101,102,103,104,105,106,107, 111,112,113,114,120,124,144	55' x 80'
90,91,92,93,103,104,105,108,109,110,122,130,134,135, 139,140	52' x 80'
97	65' x 15' x 110' x 40' x 82'
95	60' x 80' x 42' x 82'
96	60' x 97' x 50' x 110'
115,116,117,118,119,121,123,125,126,127,128,129	54' x 80'
131, 132	60' x 90'
133	67' x 80'
136	65' x 80'
137,138	60' x 80'
141	61' x 80'
153	48' x 85' x 140' x 135'
154	48' x 135' x 140' x 85'
155,158,159,160,161,162	52' x 85'
163	40' x 87' x 105' x 115' x 86'

Phase IV - The Estates
(42 Lots)

<u>Lot Number</u>	<u>Approximate Dimensions</u>
183,184,185,186,187,217	72' x 88'
190,191,203,204,205 195,196, 197,200,201,202,	70' x 87'

209,210,211,214,215,216	72' x 97'
198,199,212,213	82' x 97'
194,192,206,208	65' x 118'
193,207	64' x 118'
156	80' x 98'
157	75' x 98'
188	79' x 106' x 10' x 126' x 42'
189	126' x 137' x 88' x 67'
218	88' x 98' x 88' x 67'
219	88' x 83' x 15' x 114' x 43'
220	114' x 119' x 83' x 43'
221	83' x 73' x 88' x 75'
222	88' x 85'

Pursuant to Section 4A-42:05, Florida Administrative Code, the State Fire Marshal has adopted the NFPA Code. This Code sets forth minimum separation distance requirements between mobile homes as follows:

5-2.1 Firesafety Separation Requirements.

5.2.1.1

Any portion of a manufactured home, excluding the tongue, shall not be located closer than ten (10) feet (3.04 m) side to side, eight (8) feet (2.44 m) end to side or six (6) feet (1.83 m) end to end horizontally from any other manufactured home or Community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one (1) hour fire rating, or the structures are separated by a one (1) hour fire rated barrier. (See 5-4.1)

5-4 Accessory Building or Structure Firesafety

5-4.1 Requirements.

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

Notwithstanding the above requirements, Citrus County has also established requirements for the minimum set-back and separation distances between mobile homes. The requirements of Citrus County are as follows:

1. Separation Between Mobile Homes: 15 feet.
2. Set-Back from the Rear Lot Line: 10 feet.

3. Set-Back from the Side Lot Line: 7 1/2 feet.
4. Set-Back from the Front Lot Line: 10 feet from the edge of the street.

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

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

C. Shared Facilities

The maximum number of lots that will use the shared facilities of the Park when fully developed is 600.

IV. RECREATIONAL AND COMMON FACILITIES

A description of the recreational and other common facilities, if any, that will be used by the manufactured home owners follows:

- | | |
|---------------------------------|--|
| The number of buildings: | one |
| Building (name): | Clubhouse |
| a. Each room thereof: | Kitchen, manager's office, billiards room, card room, recreational hall, library, and restrooms. |
| b. Intended purposes: | Activity and meeting center for home owners and management |
| c. Location: | Near the entrance to the Community 2,800 square feet |
| d. Approximate floor area: | Approximately 300 square feet |
| e. Days and hours of operation: | 10:00 a.m. to 10:00 p.m. daily and at other hours upon special request and manager approval. |
| f. Capacity | 317 persons |

The Community has one swimming pool:

- | | |
|----------------------------|--|
| a. Swimming Pool Location: | The pool is located next to the Clubhouse. |
| b. Approximate size: | 20 ft. x 40 ft. |

- c. Depth: 3 ½ ft. up to 6 ½ ft.
- d. Approximate deck size: 1,600 square feet
- e. Capacity: 27 persons
- f. The pool may be heated to a temperature determined in the sole discretion of management.
- g. Days and hours of operation: one half-hour after sunrise to one half-hour before sunset daily and at other hours upon special request and manager approval. The pool may be restricted at certain times for exercise class or other group activities. The pool areas are for the use of home owners and their guests only. The pool has no lifeguard. Anyone using the pool does so at their own risk! Please do not swim alone.

Permanent improvements which will serve the manufactured home owners are: 1) 4 shuffleboard courts located near the Clubhouse; and 2) a horseshoe pit located between lots 37 and 41. The shuffleboard courts have a capacity of 16 persons (4 per court). Shuffleboard courts are available for use by the manufactured home owners daily from 10:00 a.m. until 10:00 p.m., unless extended by special request and manager approval.

A. Personal Property

There is no personal property provided by the Park available for use by the Park residents.

B. Days and Hours of Operation

1. Clubhouse: The Clubhouse will be available for use by the residents seven (7) days a week from 10:00 AM until 10:00 PM, unless extended by special arrangements.
2. Swimming Pool: The swimming pool will be available for use by the residents seven (7) days a week from one half-hour after sunrise to one half-hour before sunset, unless extended by special arrangements.
3. Shuffleboard Center: The Shuffleboard Center will be available for use by the residents seven (7) days a week from 10:00 AM until 10:00 PM, unless extended by special arrangements.
4. Park Office: The Park Office has hours of operation posted in the management office at the clubhouse.
5. Horseshoe Pit: The Horseshoe Pit will be available for use by the residents seven (7) days a week from 10:00 AM until 10:00 PM, unless extended by special arrangements.

C. Future Improvements

1. The Park reserves the right from time to time to alter or change any of the existing facilities or property by the removal, relocation or alteration of then existing facilities and property. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period after the filing date of this Prospectus.
2. From time to time the Park in the future may be required by government action, or by its own discretion, to construct, build or provide for permanent or non-permanent improvements in the Park not yet known or contemplated, which permanent or non-permanent improvements shall be for the use or benefit of the Park residents or used for the operation and management of the Park. In such event, and to the extent permitted by law, the Park intends

and shall pass on to the residents, the cost of such permanent or non-permanent improvements after giving the proper notice to the residents as provided by the applicable law in force and effect at that time.

V. PARK MANAGEMENT AND MAINTENANCE

The management of the Park is the responsibility of the Park Manager. The Park Manager's office is located adjacent to the Clubhouse, and will have posted days and hours of operation. All questions and problems concerning park operations should be directed to the Park Manager.

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

The Park may, from time to time, employ such additional maintenance and operational personnel as the Park may deem necessary and appropriate to properly maintain the Park. The Park reserves the right, upon ninety (90) days prior written notice to each resident of the Park, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the Park.

VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

All mobile home owners must install the following improvements as a condition to the placement of their mobile home in the Park:

- A. A concrete or paver raised porch, mobile home design and lot size permitting.
- B. Skirting on all four (4) sides with split block or a material acceptable or designated by the Park. Additionally, a planter shall be constructed in the front of each mobile home.
- C. Cement steps at each entrance to the mobile home.
- D. A utility/storage room attached and conforming to the roof line of the mobile home and carport.
- E. A cement or paver driveway, 11 feet wide by 48 feet long, which includes a slab for the utility/storage room. Said cement or paver driveway shall be covered with an aluminum carport attached to the mobile home, which should also act as the roof line for the utility/storage room. All utility/storage rooms shall be located at the furthest most point from the street entrance to the driveway.
- F. A cement walkway to the driveway or street from every doorway of the mobile home.
- G. Hurricane tie-down anchors shall be installed and approved in accordance with local building codes and the Park.
- H. All porches shall be screened.
- I. All mobile homes must have the following minimum dimensions:
 1. Single-Wides: 14 feet by 50 feet.
 2. Double Wides: 24 feet by 30 feet.
- J. The set-up, installation, design and construction of the mobile home and any attachments, additions or improvements thereto, must be approved by the Park prior to construction and installation. All such construction and installation shall begin only after an appropriate building permit has been obtained, if required. All work is to be done by a licensed, qualified and bonded contractor. All mobile homes, additions, attachments and improvements thereto, must

be set-up, installed and constructed in compliance with all local ordinances, State statutes, building codes and industry minimum standards.

VII. UTILITIES AND OTHER SERVICES

A. **Water and Sewer:** Water and sewage disposal are currently provided by the Community Owner through a water well and waste water treatment plant. Charges for water and sewer services are assessed to each home owner as separate lot rental amount fees based on water consumption as determined by a water meter installed on the Home Owner's lot, at rates established by the Florida Public Service Commission (PSC). In the event that a municipality, other government or agency thereof, private utility company, or any entity providing water and sewage disposal service ("Other Supplier") supplies water and sewage disposal service directly to the manufactured homeowners, the manufactured homeowners shall be responsible for and pay for monthly usage fees and other fees, including any connection, impact or tap fees, all as established by the Other Supplier. Responsibility for water and sewage lines in the Community up to the lot line only is the responsibility of the Community Owner. The in-ground connection and the lines for water and sewage inside the manufactured homeowner's lot line are the manufactured homeowner's responsibility.

B. **Waste Disposal:** Waste disposal (garbage and trash collection) is provided by Advanced Disposal or another local provider of Resident's choosing. The cost of waste disposal is billed in lump sum to the Park and is allocated to the individual lots on a pro rata basis and is included in the monthly lot rent. The mobile home owner is responsible for providing adequate containers for pick-up and for location of these containers in the appropriate and designated area for such pick-up. All refuse must be bagged and/or placed in a leak-proof container.

C. **Cable Television:** Cable television service is available from various providers and is the responsibility of the individual mobile home owner. The fee for such service is a matter of contract between the manufactured home owner and the cable TV company (any increases in the cable TV fees will be as a result of that company raising its rates and will be the responsibility of the mobile home owner). The fee for cable TV is not included within the lot rental amount.

D. **Storm Drainage:** Storm drainage is provided by natural run-off through Park streets that are pitched to facilitate flowing drainage. Storm water drains off the premises of the Park to adjacent property by way of drainage ditches and barrow pits. The storm drainage system on the Park premises, as provided, is the responsibility of the Park.

E. **Electricity:** Electrical power is provided by Withlacoochee River Electric Co-op, Inc. It is billed directly to the mobile home owner and is the home owner's sole responsibility. The electric company is responsible for electric lines to the meter, including the meter. The Park is responsible for the electric meter pedestal or pole. The main breaker, electrical lines to the mobile home or any other connection outside the mobile home, including utility shed connections and outside receptacles, are the responsibility of the mobile home owner. A light may be installed in the future on individual lots at the time of home purchase if the Community decides to do so, and in that event the manufactured homeowner on the lot upon which the light is situated shall be responsible for electricity used and maintenance of the light. The fee for electricity is not included within the lot rental amount.

F. **Street Lighting:** Street lighting is provided by Withlacoochee River Electric Co-op, Inc. Maintenance of these street lights is the responsibility of the electric company. The cost of street lighting is billed to the Park in lump sum and is included as a part of your monthly lot rent.

G. The description of the utilities and other services set forth above reflects the manner in which such services are provided and charged and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the filing date of this Prospectus. The Park reserves the right, upon ninety (90) days prior written notice to each resident 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 residents within the Park may be billed separately for utilities or services that are now billed to or incurred by the Park as of the filing date of this

Prospectus and/or may become responsible for the maintenance of such facilities that are the responsibility of the Park as of the filing date of this Prospectus.

VIII. INCREASES IN LOT RENTAL AMOUNT

NO WRITTEN RENTAL AGREEMENT WAS INCLUDED WITH THE PROSPECTUS AT THE TIME IT WAS FOUND ADEQUATE BY THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES. THE WRITTEN RENTAL AGREEMENT ATTACHED AS EXHIBIT C IS APPROVED FOR USE WITH PROSPECTIVE HOME OWNERS. IF OFFERED, EXISTING HOME OWNERS MAY ACCEPT THIS WRITTEN RENTAL AGREEMENT AT THEIR OPTION.

A. All residents shall be given at least ninety (90) days written notice in advance of any increase in the lot rental amount. A description of the lot rental amount applicable to your lot is detailed in this section of the Prospectus. An increase in one or more of the factors set forth in this section may result in an increase in the resident's lot rental amount.

B. Current Lot Rental Amount:

1. Base Rent: \$ _____ per month.
2. Special Use or Service Fees:
 - a. Lawn Care: \$ _____ per month.
 - b. Pet Fees: \$ _____ per month.
 - c. Transportation Shuttle Service: \$ _____ per month.
 - d. Clubhouse Use Fees: \$ _____ per month.
 - e. Late Fees: \$ _____ for any payments not received in full by the 5th day of the month, and an additional charge of \$ _____ for any payments not received in full by the 15th day of the month.
 - f. Entrance Fees: \$ _____ per month.
 - g. Lease Processing Fee \$ _____. This fee will be charged by the Park Owner to cover the cost of work performed by Park Management in preparing the lease and related documents for signature by a prospective purchaser prior to the execution of a lease.
 - h. Security Deposit: \$ _____ per month.
 - i. Pest Control: \$ _____ per month.
 - j. Golf Club Fees: \$ _____ per month.

- k. Costs incurred by the mobile home Park to correct conditions of non-compliance by those residents who may fail to maintain their lots in accordance with specified standards set forth in Park Rules and Regulations as may from time-to-time be applicable. The mobile home park shall charge \$_____ per hour, but not less than \$_____ per correction of non compliance. If an outside contractor is called in, this charge will be billed to the resident on a dollar for dollar basis.
- l. Additional Occupant Fees: \$_____ per month.
- m. NSF Payment Fee: \$_____ for any payments returned for insufficient funds.
- n. Boat Dock Fee: \$_____ per month.
- o. Storage of R.V., Trailers, etc. \$_____ per month.
- p. Application Fees: \$_____ per month.
- q. Lawn and Lot Maintenance Fee: \$_____ per month.
- r. Water and Sewer Fee: Water and sewage are the responsibility of the individual home owner as described herein. The home owner will be charged for water and sewer for a given month based on individually metered water consumption at rates established by the Florida Public Service Commission.

The payment of the cost of all other services required, desired or requested by any resident shall be the sole responsibility of such resident and not the Park. The Park does not guarantee that all of the above special use and services listed are available, or will be available at anytime in the Park. From time to time, additional services not listed above may be offered by the Park for an appropriate fee.

3. Governmental and Utility Charges:

Governmental and Utility charges are defined as those amounts, other than special use and service fees, which are itemized and charged separately from the rent, and which represent the resident's share of the cost charged to the Park owner by any state or local government or utility company. Certain of these charges may be assessed more often than once annually.

- a. Real Estate or Other Property Taxes Assessed Against the Mobile Home Park: _____ per month.
- b. Special Assessments of State and Local Government: _____ per month.
- c. Any Other State and Local Government Mandated Fees, Charges, Taxes or Assessments Billed Or Charged to the Mobile Home Park: _____ per month.
- d. Utility Company Charges, Assessments, Surcharges and Transfer Fees: _____ per month.

The Park will pass on the increases in these charges and assess same to the resident on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of occupied mobile home spaces in the Park. Certain of these charges may be assessed more often than once annually.

C. Factors which may affect increases in the lot rental amount. (An increase in one or more of these factors may result in an increase in the resident's lot rental amount):

1. Mobile Home Park Maintenance Costs.
2. Mobile Home Park Management Costs, Salaries and Expenses.
3. Major Repairs.
4. Increased costs to the Park of providing any special use or service to the resident as may be listed above as special use and service fees.
5. Cost of Living Increases based upon the Consumer Price Index, United States City Average for all items for urban wage and clerical workers (1967=100), or if discontinued, comparable statistics as published by the United States Department of Labor, and if unpublished, comparable statistics by a responsible financial, periodical or recognized authority selected by the Park.
6. The cost of permanent and/or non-permanent improvements, to the extent permitted by law.
7. Any costs or fees incurred by the Park owner in verifying the reasonableness of or contesting any pass-through charges listed in B(3) above.
8. Any private utility costs billed to the Park for the operation of the Park and/or for the use and benefit of the Park residents, but where such costs are billed directly and only to the Park.
9. The cost of all insurance carried by the Park with respect to Park operation and personnel.
10. The costs incurred as a result of actions of state or local government or a utility company, if the Park owner decides to recoup those costs in the form of future rent increases rather than pass-throughs.
11. License fees, permit fees and other fees and charges payable to the State of Florida or any Agency or local government.
12. The cost to obtain utility services, including water, sewer, electricity, gas and waste disposal.
13. The cost of water service.
14. The cost of sewer service.
15. The cost of waste disposal and collection (garbage and trash collection).
16. To the extent permitted, the mobile home owner may also be required to bear, in the form of increases in the base lot rent, those costs incurred by the Park for installing capital improvements or performing major repairs within the Park.
17. All Park operating expenses, including general repair and maintenance costs.

18. Professional fees; accountant, attorney, engineering, architect and consultant fees, where such services are employed to assist in the operation, management, development and administration of the Park.

19. The Park reserves the right to increase its base rent in accordance with prevailing economic and market conditions that would allow for the Park to receive a fair and reasonable rate of return and/or the fair market rental value for its mobile home lots.

Prevailing Market Conditions are intended to refer to those rents and other charges imposed in comparable Parks or rents or charges willingly paid from time to time by new residents of this Park. For this purpose, a Park will be deemed comparable if it is located in the same general vicinity (Citrus County) as this Park, and offers similar facilities, amenities and services.

Prevailing Economic Conditions are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessperson in establishing the base rent and other charges, or any increase in the amount thereof. These factors may include:

a. The cost attendant to the replacement of this Park in the economic environment existing at the time of any rental increase, including land acquisition costs, construction costs and losses associated with the operation of a Park prior to full occupancy, and the level at which lot rental must be established in order that the Park owner will realize a reasonable return on the costs referred to in this clause;

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

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

d. The levels of the Consumer Price Index, defined as the United States Department of Labor/Consumer Price Index, U.S. City Average-All Urban Consumers, 1967=100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions and which have been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index;

e. The level at which the lot rental must be established in order that the owner will realize a reasonable return on the "owner's equity". For this purpose the "owner's equity" refers to the fair market value of the Park from time to time, less existing mortgage indebtedness;

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

D. The manner in which lot rental amount will be increased:

The Park, at its discretion, may increase lot rental amount in an amount equal to the sum of all of the items listed in paragraph C and B(2) of this section. The Park may, of course, institute increases in lot rental amount less than the sum total of the items listed in paragraph C and B(2) of this section. However, it shall not be considered or expected that the Park shall consistently do so. The sum of all of the factors listed in paragraph C and B(2) of this section shall equal the maximum increase in lot rental amount that the Park may levy during any single annual period.

E. New mobile home owners who become residents and assume the remaining portion of an existing tenancy are hereby notified that upon the expiration of the assumed tenancy, the Park owner expressly reserves the right

to increase the lot rental amount as may be deemed appropriate by the Park, with such increase being imposed in the manner disclosed in the Prospectus delivered to the initial recipient.

IX. USER FEES

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

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

User fees will be increased based on increased costs, prevailing market rent, and/or prevailing economic conditions. Notice of an increase or change in user fees will be provided to the manufactured home owner five (5) days prior to the increase. Notice of increase will be given by posting a notice at the clubhouse, or at the manager's office, or personal delivery, or by U.S. Mail. Notice by U.S. Mail shall be deemed effective upon delivery to the Post Office.

The Community as of the delivery date of this Prospectus does not provide non-essential or optional services, and does not charge or levy user fees but reserves the right to do so. To the extent it does so in the future, Exhibit E-5 will be the form of the user fee agreement.

The costs of all other services required by the home owner are solely the home owner's responsibility. Any new services not presently provided which might in the future be provided to home owners shall be the subject of a user fee and a separate agreement.

X. PARK RULES AND REGULATIONS

A. Existing Rules and Regulations

The Park Rules and Regulations are attached to this Prospectus as Exhibit "A."

Notwithstanding anything on the contrary set forth in the attached Rules and Regulations, the Park unconditionally reserves the right to amend the Park Rules and Regulations or to promulgate new Park Rules and Regulations in accordance with the provisions of paragraph B below or in any other matter which may, from time to time, be permitted by law.

B. Amendments to Rules and Regulations

The Park 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 shall give at least ninety (90) days prior written notice to each resident 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 prior to the expiration of such ninety (90) day period.

XI. PARK ZONING

As of the filing date, the zoning classification of the Park is A-1, General Agriculture. The permitted uses under this zoning classification are:

- A. Agriculture
- B. Rental Mobile Home Parks.

The zoning authority having jurisdiction over the Park is Citrus County Board of County Commissioners. As of the filing date, the Park has no definite future plans for changes in the use of the land comprising the Park.

XII. EXHIBITS

- A. A copy of the current Park Rules and Regulations of Walden Woods.
- B. A copy of the Park layout showing the location of the recreational area and other common areas.
- C. A copy of the Lease Agreement.
- D. A copy of the Guest Registration Form.

The mobile home park owner reserves the right to amend this Prospectus or any exhibits thereto from time to time to the extent permitted or required by law, including but not limited to changes in relevant statutory provisions and 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.

EXHIBIT A

WALDEN WOODS

RULES AND REGULATIONS

Definitions

"Resident" means a person(s) entitled under authority of Home Owner's lot rental agreement to the use and occupancy of a residential lot to the exclusion of others. The term includes both tenants and Home Owners.

"Manufactured Home" – means a mobile home as defined in section 723.003(8), Florida Statutes.

"Community" – means the property operated as a mobile home park as defined in section 723.003(12), Florida Statutes.

"Community Owner" – ("Park Owner") -- means the owner or operator (manager) of the manufactured home Community. The term is synonymous with the definition of "park owner" set forth in section 723.003(13), Florida Statutes.

"Community Manager" – means "Operator of a mobile home park" as defined in section 723.003(16), Florida Statutes.

For your convenience, security and the pleasant atmosphere associated with gracious manufactured home living, the following rules and regulations are enforced:

1. Applicant for occupancy must be considered desirable and compatible with other occupants of the community. The community is intended and operated to provide housing for the occupancy by older persons. For admission to the community as an occupant, an applicant must be considered desirable, must be compatible with the other occupants of the community, and at least one person in 80% of the total occupied lots must be 55 years of age or older. All other occupants must be at least 40 years of age or older. The Community Owner reserves the right to accept an occupant younger than these requirements who is a handicapped dependent and a member of the occupant's immediate family. Upon application for residency, an applicant must provide copies of birth certificates for each occupant or such other documents, which if presented to the Social Security Administration, would be acceptable to establish age.

At the outset of each even-numbered year, Community Management may request specific information from each Resident to facilitate the completion, compilation, and updating of the Community's census records. This information may encompass, but is not restricted to, the following: 1) the number of individuals residing in the household along with their respective names; 2) evidence demonstrating clear and proper title to the Resident's home; 3) a copy of the Resident's government-issued identification; 4) copies of any death certificates pertaining to either the ownership or occupancy of individuals in the residence; 5) documentation validating ownership and registration, as well as the make, model, and color of any vehicles owned by the Resident to be parked within the Community; and 6) the names and valid contact details (including phone number and email address) of at least one individual who may be reached on behalf of the Resident in the event of an emergency. Should Residents have any inquiries or require information concerning the Community census, they are encouraged to reach out to Community Management.

2. Children are not acceptable in the community, except for visitation of not more than fifteen (15) consecutive days or thirty (30) total days per year. Residents are responsible for the behavior of visiting children. Children up to age 15 must be supervised by a person 18 years of age or older in and around all recreation areas at all times.

3. Residents away for more than two (2) weeks must notify the office in advance as to what arrangements have been made for the necessary grounds care. Management reserves the right to do the necessary work so that the lot will meet the standards of the community. The costs will be charged to the tenant as set forth in the Lease Agreement and the Prospectus.

4. Laundry Lines: No one is permitted to hang towels, rugs, rags, or any wearing apparel on the manufactured home, on or in the carport and/or screen room, awning, storage shed, or on any other appurtenance to the home or fixture on the homesite.

5. Only tenants' cars may be washed in the community. The speed limit shall not exceed 15 miles per hour. No parking of vehicles on lawns or roads. No major repairs or overhaul of cars, boats, etc., is permitted on homesite or roadways. No airboats are permitted. Motorcycles that operate quietly will be permitted in the sole discretion of Management. Mopeds or golf carts must be approved by the Community Manager. Commercial vehicles, campers, travel trailers, boats, etc., shall be kept in the designated areas only if such an area exists. Campers, motor homes, pods or similar storage containers, and boats will be permitted up to 48 hours for loading and unloading. No person may remain overnight or to otherwise reside in the Community in any camper, motor home or similar vehicle. Operators of all motorized vehicles within the Community must have a valid operator's license. Motorcycles, mopeds or motor scooters, if properly licensed, may be operated only as transportation on Community streets via the shortest route in and out of the Community. ATV's, dirtbikes, minibikes, go carts, and any other type of off-road vehicles are strictly prohibited within the Community. All permitted vehicles must have factory-type quiet mufflers which are to be in place while the vehicle is being operated in the Community. Prior to storing, parking and/or driving any motorcycles, mopeds or motor scooters in the Community, it is the Resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled. Pedestrians, golf carts and bicycles have the right-of-way.

6. Rental rates are for not more than two persons. Each additional permanent resident will be charged a fee per month.

7. The lot rental amount is payable one month in advance on the first day of the month. A late fee will be charged for any payments not received in full by the fifth day of the month, and an additional fee will be charged for any payments not received in full by the fifteenth day of the month.

8. Tenants with street lights are required to keep lights operating during the evening hours.

9. Neither management nor owner shall be liable for accident or injury to life or property through use of recreation facilities, or for loss or damage caused by accident, fire, theft, or act of God to any manufactured home. In the event tenant has called for fire, police, or ambulance, please notify the Community Manager at the same time.

10. Management may evict a tenant or any occupant or prospective tenant or the home itself for those grounds as set forth in section 723.061, Florida Statutes.

11. Community Pet and Assistance Animal Rules.

Residents may have two (2) registered "domesticated" pets per household with Management's approval. All pets must be registered with Management before entering the home. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, Staffordshire Terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas, certain bulldog breeds (including pitbulls), wolf breeds and chows as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance] are not permitted in the Community due to their size and/or aggressive natures. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.

Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of pet privileges and/or eviction pursuant to section 723.061, Florida Statutes.

- a. Pets are specifically prohibited from the office, from other Community or recreation buildings or facilities, or other Residents' lots.
- b. Where required, a current rabies tag must be worn by the pet. Home Owner must have proof that their pets have had all required and updated vaccinations.
- c. Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to, lunging, growling, biting and/or barking at Residents or other pets.
- d. Residents are required to clean up their pet's defecation on their site and while walking their pet. Residents may not walk their pets on other Residents' lots, vacant lots, or picnic area.
- e. When outside, all pets must be kept on a hand-held leash.
- f. Pets may not be tied up and left outdoors.
- g. Management may require removal of pets that cause excessive noise or disturb other Residents.
- h. "Beware of Dog" signs are not permitted.
- i. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the community.
- j. Feeding of wildlife, including feral cats, is strictly prohibited. Residents are required to notify Community Management if they become aware of the presence of any feral cats or other animals which are or may become a nuisance in the Community. Residents who observe a neighbor feeding feral animals are required to report such activity to Community Management during regular business hours.
- k. Legitimate assistance animals may be accommodated with proof of disability (as defined by the law) and written verification from a health care provider. The Community Manager can provide you with the Service Animal policy and required forms.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents.

12. All homes will have brick skirting, attached utility shed, carport, concrete or paver driveway, concrete or paver patio, irrigation, fully sodded lawn, and concrete steps approved by the management. All additions or changes to the original manufactured home and its exterior aluminum and concrete packages must have prior written approval from the Community Owner. (This is to maintain the uniformity of the Community.)

13. Exterior antennas and satellite dishes which are designed to receive video programming through direct broadcast satellite service or multi-point distribution service or those which are designed to receive over the air broadcast signals from local broadcast television stations are allowed. Satellite dishes shall not exceed 39" in diameter, and over the air antennas shall not extend more than twelve feet above the crest of the roofline. To the extent allowed by federal, state or local law, Management reserves the right to prohibit any specific type of antenna or satellite dish and to regulate the placement of any device. Any other type of antenna must be approved in writing by the Community Owner.

14. Prior to installation of any air conditioning unit, other than central air conditioning as originally installed, the location on the home must be approved in writing by Community management. No air conditioning unit

shall be located in the front window of the manufactured home or front wall of any manufactured home, or any wall facing a street. (This limitation does not apply to window air conditioning units installed prior to the effective date of these Rules and Regulations and previously approved by Community management in writing). Unless otherwise agreed to by Community management in writing, all homes brought into the Community after [effective date of rule amendment] must have fully operational central heat and air conditioning systems which are installed in accordance with all applicable codes and regulations.

15. All homes must be adequately insured for liability.

16. Residents are at all times responsible for the actions of their guests. Tenants, please advise your guests of the Rules and Regulations. Guests not abiding by the Rules and Regulations will be asked to leave the community. Guests wishing to use the facilities at Walden Woods must, at all times, be accompanied by their host homeowner. In your absence, if guests have your permission to stay in your home, please advise management in advance. On their arrival, please have them come to the manager's office.

All overnight Guests or Guests who will be using Community recreational facilities, must be registered by their Resident host at the office during normal office hours upon or prior to arrival. Guests arriving on weekends or holidays must be registered by their Resident host during office hours on the last business day prior to their Guests' arrival. All Guests having a vehicle must register the vehicle with the Community Manager and receive a vehicle pass. Failure to register a Guest or Guest's vehicle will subject the Guest to immediate removal from the Community. See the Guest Registration Form exhibit to this prospectus for further information. Guests must notify the office upon their departure. Residents must complete and file a Guest Registration Form with Community Management prior to having any guests or visitors in the Community when such guests or visitors are in the Community for a period of at least twenty-four (24) hours.

17. No commercial business can be operated from a home in Walden Woods, and no advertising signs may be erected on the Resident's lot or manufactured home. Babysitting, childcare, handling of scrap metal and animal grooming for compensation are commercial enterprises and are prohibited within the Community. Babysitting, childcare or animal grooming which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community are allowed as are minor home repair that does not require a permit and monitoring of homes during the absence of the Resident; however, if complaints about any such activity are received by Community Management, Management reserves the right, in its sole and exclusive discretion, to prohibit future performance of the activity by the offending Resident(s). A "business" also includes any commercial enterprise which: (1) is required to be licensed by local or state law; (2) requires traffic from outside the Community to enter for the purpose of dealing with said business; (3) uses any type of sign or advertising on the exterior of the home; (4) includes door-to-door canvassing of Community Residents; (5) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (6) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, renting or other business use.

18. Residents selling their manufactured home cannot guarantee the prospective homeowner a site in the community. All prospective residents must be approved by management prior to moving into Walden Woods.

19. There will be no fences permitted on any lot.

20. Signs. One "For Sale" sign, no larger than 12 inches by 18 inches, is allowed in the inside front home window only. Homes located on corner lots may place the "For Sale" sign in a side window of the home instead of a front window. Exceptions for an alternative location for placement of the "For Sale" sign will be reviewed by Community Management on a case-by-case basis and will only be allowed upon prior written approval of Management. Information on the sign is limited to stating the Home is for sale, and broker's name and telephone number. The "For Sale" sign must be removed within forty-eight (48) hours of the closing of the sale of the Home. No signs of any other kind, including but not limited to political signs, "No Trespassing" signs, and "Beware of Dog" signs, are allowed on the home, in the windows of the home, or on the lot with the exception of an open house sign as referenced below. Signs of any kind are generally prohibited on golf carts as well as any other vehicles in the Community. Logos affixed to Residents' motor

vehicles (not including golf carts) may be permitted on a case-by-case basis; removable temporary or magnetic signs, however, are prohibited. These prohibitions on signs apply to both Residents themselves and to any guests or invitees of Residents, including outside brokers.

21. Garage and/or yard sales are prohibited on Residents' lots. Residents may have a one-day estate sale, not to exceed five (5) hours in duration, only upon prior written approval of Community Management; Community Management will make decisions regarding the allowance of estate sales on a case-by-case basis. Garage or yard sales are prohibited throughout the year, with the exception of the Community-wide garage/yard sale, which will be hosted at least once per year, as determined in the sole discretion of Community Management. Residents are allowed to host open houses, only for the purpose of selling their home, subject to the following restrictions: 1) the open house may only take place on either Saturday or Sunday between the hours of 10:00 a.m. and 2:00 p.m.; 2) only one (1) bandit sign advertising the open house, no larger than 18" x 24", is allowed in the front yard only; no other signs of any kind, including but not limited to signs posted on vehicles or golf carts, are allowed. The sign must be promptly removed once the open house is completed; and 3) All "For Sale" signs must adhere to the requirements for same which are set forth in these Rules and Regulations.

22. Flags. The maximum number of standard flags permitted on any homesite is a total of two (2). Standard flags may be either mounted to the home or carport by a flag pole, or the Resident may make a request to Community Management for an in-ground flag pole. If the Resident's request is granted, there is a maximum of one (1) in-ground flag pole, not to exceed 20 feet (20'), per lot. Standard flags may be up to but no greater than 3½ feet by 5 feet in size. Flags displayed on a flag pole may contain no more than two (2) flags on a single pole. In addition, a maximum of two (2) small garden flags may be placed in the ground in landscaping beds. All flags must be kept in a well-maintained condition and may not be tattered, ripped, or torn. If Community Management determines, in its sole discretion, that a flag needs to be either replaced or removed, then the Resident will be required to either replace or remove the flag as directed and upon reasonable notice by Community Management. In the interest of fostering an atmosphere of inclusion, only the following flags are permitted: 1) any Community of Nations flag, including official U.S. flags; 2) state or provincial flags; 3) military branches; 4) sports teams; and 5) seasonal or holiday flags. The garden flags will be permitted on each homesite in the designated landscaping areas only as long as they are non-political in nature and as long as they are placed in such a way that does not interfere with lawn care services. Any flag which is determined to be harmful or offensive by Community Management in Management's sole discretion may be ordered to be removed immediately.

23. No digging of soil will be permitted without prior consent from the management. All plantings must be approved by management. Owner-tenant must keep all plantings trimmed and in neat order (weeded).

24. Waste and refuse shall not be placed curbside for pickup earlier than 7:00 p.m. of the evening prior to the day of pickup. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection.

25. No one other than those executing the lease agreement shall be allowed to reside upon the premises (lot) set forth in the lease agreement without written consent from the Community Manager. The purchase of your home by those who have not executed a Lease Agreement or obtained written consent from management shall not constitute permission or rights for purchaser(s) to reside within the community. All prospective residents must be approved by management and execute a lease agreement.

26. Loud noises, disorderly conduct, abusive, profane or threatening language, harassment of residents or their guests, and annoying parties shall not be permitted. Residents and their guests shall conduct themselves so as not to interfere with the peaceful enjoyment of the community by its residents.

Residents and their guests shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, guests, occupants, or invitees, or directed at Community Management or Management's agents, employees, or vendors. This rule against abusive or harassing behavior and intimidation or aggression includes any communications, threats, and/or behavior sent or expressed via

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

27. Use of the community facilities are at your own risk. Please be careful.

28. All persons must use poolside shower before entering pool and after applying suntan lotion (oil). No rafts or floats are allowed in the pool. No food or glass containers are allowed in the pool area. Persons wearing swimming attire are not allowed in the clubhouse.

29. Subleasing and Renting. The Home Owner shall not sublease the leased lot without the written consent of Community Owner. Notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels the Community Owner to do so, and the Community Owner in its sole discretion may refuse to allow subletting at any time. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing without Community Owner's written consent shall be void and shall constitute a default by Home Owner. Manufactured Home spaces are not transferable. No sub rental, sub-lease, or occupancy by or through a rental/purchase option of lot by anyone other than the Community Owner is authorized. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of rents shall be deemed a waiver of this provision, or the acceptance of the subtenant or occupant as tenant, or as a release of the Home Owner(s) from further compliance by Home Owner(s) with the rules and regulations. Any consent by Community Owner to a subleasing shall not relieve Home Owner(s) from obtaining written consent from Community Owner for any further subleasing. In the event Home Owner wishes to sublease the Lot and if written permission for subleasing from the Community Owner is obtained, Home Owner hereby grants Community Owner the exclusive right to serve as rental agent for the Community recognizing Community Owner's interest in preserving its ability to monitor residents in the Community, to orient such residents to the rules and regulations of the Community, and to effectively enforce the rules and regulations of the Community. Home Owner must arrange all subleasing through Community Management although, if subleasing is approved in writing by Community Owner, Home Owner may sublease to any person or persons who are qualified to lease a lot within the Community.

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

31. No natural-burning fire pits will be allowed in the Community at any time. Only propane-based fire pits will be permitted, and residents must not leave any fire pit burning unattended.

32. All homes must be power-washed on all four sides, including the skirting, patios, carports, garages, gutters, sheds, driveways, and sidewalks, at least once a year. Additional power-washing may be required at the discretion of Community Management. In the case that additional power-washing is required by Management, the power-washing must be completed within fourteen (14) days of receiving notice regarding same. Power-washing must be completed, and the Community offices must be informed of such completion, by May 1st of each year.

33. Carports are for vehicle parking only and may not be enclosed or converted into any type of living or entertainment space. Carports may only be enclosed up to a maximum of 50% of the total carport area for the purpose of creating a screened lanai or expanding the carport shed only (no other enclosure exceptions are permitted). Enclosing or converting a carport into a lanai is strictly prohibited without written permission from Community Management via an exterior improvement request form. If approval is granted by Community Management after completion and submission of the request form, such lanai must not be more than fifty (50) percent of the carport's length and must not block the driveway or carport from accommodating two (2) vehicles in accordance with these Community Rules and Regulations. Fencing inside the carport is strictly prohibited. All enclosures must be properly permitted as required by applicable local ordinances.

34. All exterior colors and materials used in improving the Home, including paint color, trim, siding, replacement roof materials and roof sealants, must be approved in writing by Community Owner prior to their use on the Home. Failure to obtain written approval of Community Owner prior to use of any exterior colors or materials on the home, including painting of the home, may result in the Home Owner having to repaint the home in a Community Owner-approved color at the Home Owner's sole expense upon sixty (60) days' notice.

35. Each resident is responsible for keeping his or her respective trees, plants, and flower boxes trimmed and attractively maintained. Homesites are to be kept free of dead limbs and weeds and shall not be permitted to become overgrown. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive written approval from Community Management prior to planting. All trees, shrubs and plants on the lot are the property of the Community and are not to be moved by the Home Owner or by other residents. Nonetheless, plants and shrubs planted by the Home Owner may be removed when vacating the lot with Community Management's approval. Sod must be replaced by the Home Owner where planting is removed. Existing trees or shrubs must not be damaged or removed by the Home Owner without prior written permission of the Community Manager. The Home Owner is responsible for any trimming and maintenance and/or removal of any tree and/or shrub located on the mobile home lot. For purposes of this rule, any tree the trunk of which is entirely within the boundary of the Home Owner's lot is considered to be "on the mobile home lot." Any tree the trunk of which is on a boundary line of the 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 mobile home lots) or of the Community Owner (if the trunk is on a boundary line separating the Home Owner's lot from a common area of the Community or from an unoccupied lot). Trees that are the property of the Community (those the trunk of which is located entirely within a common area of the Community) may be trimmed or removed at the sole discretion of Community Management. Dead trees, or trees and shrubs located on the mobile home lot and damaged by high winds, or any other act of God, must be removed by the Home Owner, at Home Owner's expense, within seven (7) days of occurrence of death or damage of the affected tree or shrub. Vegetable gardening is not permitted on any lot. Trees and shrubs must be kept well groomed at all times. The Home Owner must cure any default under this paragraph within two (2) weeks of written notice as provided herein.

36. Drones – For purposes of this rule a drone is a powered, unmanned, aerial vehicle that (1) uses aerodynamic forces to provide vehicle lift; (2) can fly autonomously or be piloted remotely; and (3) is designed to be recoverable, and is also referred to as an "unmanned aerial vehicle" or an "unmanned aircraft system." Residents, and any guests of Residents, shall not be permitted to fly or use a drone within the Community. Community Management reserves the right to operate its drones within the Community on a limited basis. Community Management will notify Residents in advance of any drone usage for marketing purposes.

37. Community Management reserves the exclusive, unrestricted right to grant exceptions to these rules and regulations 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 and regulations may be granted by the Community Manager 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.

Tenant, by execution of the lease, acknowledges that these Rules and Regulations are a part of the lease. These Rules and Regulations may be amended in accordance with Florida Statutes, Chapter 723.

**WALDEN WOODS
LEASE AGREEMENT**

THIS LEASE made and entered into this ____ day of _____, 20____, by GCP WALDEN WOODS ONE, LLC, known as WALDEN WOODS, hereinafter called the "Community" and _____ hereinafter called the "Owner-tenant."

WITNESSETH, that in consideration of the covenants herein contained, on the part of the said Owner-tenant to be kept and performed, the said Community does hereby lease to the said Owner-tenant the following described property: Street: _____ Lot No.: _____.

TO HAVE AND TO HOLD the same from the ____ day of _____, 20____, until the 31st day of December, 20____, the said Owner-tenant paying the initial monthly base rent of \$_____ from the beginning of this Lease until the 31st day of December 20____. Upon expiration of the current term, this Lease Agreement shall automatically renew for a term not to exceed 12 months. Annual Lot Rental Amount increases for calendar year 20____ and subsequent years will be based on the factors set forth in the prospectus. Lease renewals and increases will become effective the first day of January of each year thereafter and will be a part of the Lease Agreement for that year.

Lot Rental Amount will also be increased in calendar years subsequent to the initial year by any increase in real estate or other taxes and assessments by a federal, state or local government. Such increases in taxes and assessments will be based on a prorata computation among all lots in the Community and will be charged to all residents to whom this Lease Agreement is applicable. Except when a shorter notice period is allowed by law, the manufactured home owner shall be notified of the increase in Lot Rental Amount at least ninety (90) days prior to the increase. The terms "base rent" and "lot rental amount" are each defined separately in the prospectus.

Lot Rental Amount payments are due on or before the 1st day of each month for that month, at the place designated by the Community.

The Owner-tenant covenants and agrees to the following:

1. To make no unlawful, improper, or offensive use of the property.
2. To comply with the Rules and Regulations of the Community. A copy of said Rules and Regulations has been furnished to the Owner-tenant.
3. That the Lease is governed by Chapter 723, Florida Statutes (Florida Mobile Home Act) as currently in effect at the time of execution of this document, the provisions of which are incorporated herein by reference.
4. Actions by the Owner-tenant which constitute grounds for eviction under Section 723.061, Florida Statutes, shall be a violation of this Lease. Failure of the Community to evict an Owner-tenant for violation of any one of the grounds set forth in Section 723.061, Florida Statutes, or for any grounds provided for in this Lease, shall not waive the right for the Community to consider any subsequent violation of the same grounds, or the violation of any other grounds, a breach of this Lease by Owner-tenant so long as permitted by Chapter 723, Florida Statutes.
5. As provided in the Rules and Regulations, rules and regulations may be modified, eliminated, or additional rules and regulations adopted by the Community upon giving the Owner-tenant notice thereof as required by law. Any such change must be in accordance with Chapter 723, Florida Statutes.
6. This Lease and the privileges contained herein are not assignable, and said Lease is only valid as long as those executing the Lease reside upon the premises as set forth in this Lease, and are in full conformance with all provisions of this Lease and the Community Rules and Regulations, except that a new home owner may assume, in writing, the balance of the annual Lease through December 31 of the year of purchase in accordance with Chapter 723, Florida Statutes.

7. Owner-tenant expressly understands and agrees that, upon execution of this Lease, all prior leases, rental agreements, negotiations, and other agreements between the parties regarding the lot leases are hereby terminated, void, and of no legal force and effect.

8. Storm drainage and street lighting within the Community are included in the base rent and charged in accordance with, and subject to increases as set forth in, the Prospectus. Water and sewage are charged as special use fees included in lot rental amount and are not included in base rent.

9. Other financial obligations of the Owner-tenant, not including user fees, are as follows:

	<u>Fees or Charges</u>
1. <u>Base Rent:</u>	\$ _____ per month.
2. <u>Special Use Fees:</u>	
a. Lawn Care:	\$ _____ per month.
b. Pet Fees:	\$ _____ per month.
c. Transportation Shuttle Service:	\$ _____ per month.
d. Clubhouse Use Fees:	\$ _____ per month.
e. Late Payment Fee:	\$ _____ will be charged for any payments not received in full by the fifth day of the month, and an additional fee of \$ _____ will be assessed for any payments not received in full by the fifteenth day of the month.
f. Entrance Fees:	\$ _____ per month.
g. Security Deposit:	\$ _____ per month.
h. Pest Control:	\$ _____ per month.
i. Golf Club Fees:	\$ _____ per month.
j. Costs incurred by the Community to correct conditions of non-compliance by those residents who may fail to maintain their lots in accordance with specified standards set forth in Community Rules and Regulations as may from time-to-time be applicable. The Community shall charge \$ _____ per hour, but not less than \$ _____ per correction of non compliance. If an outside contractor is called in, this charge will be billed to the resident on a dollar for dollar basis.	
k. Additional Occupant Fees:	\$ _____ per month.
l. NSF Payment Fee:	\$ _____
m. Boat Dock Fee:	\$ _____ per month.

- n. Storage of R.V., Trailers, etc. \$ _____ per month.
- o. Application Fees: \$ _____ per month.
- p. Lease Processing Fee: \$ _____
- q. Lawn and Lot Maintenance Fee: \$ _____ per month.
- r. Water and Sewage: Water and sewage are the responsibility of the individual Owner-tenant. The Owner-tenant will be charged for water and sewer for a given month based on individually metered water consumption at rates established by the Florida Public Service Commission.

The fees will be charged and increased as set out in the Prospectus. No services are included in the lot rental amount other than those services stated above.

10. The Community reserves the right to pass on and pass through charges in accordance with the Prospectus and Chapter 723, Florida Statutes.

11. Owner-tenant(s) acknowledge that they have read the foregoing, the Rules and Regulations, and the Prospectus, and that Owner-tenant was offered the foregoing Lease prior to occupancy.

NO WRITTEN RENTAL AGREEMENT WAS INCLUDED WITH THE PROSPECTUS AT THE TIME IT WAS FOUND ADEQUATE BY THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES. THIS WRITTEN RENTAL AGREEMENT IS APPROVED FOR USE WITH PROSPECTIVE HOME OWNERS. IF OFFERED, EXISTING HOME OWNERS MAY ACCEPT THIS WRITTEN RENTAL AGREEMENT AT THEIR OPTION.

We have read and understand this Agreement and agree to the terms set out herein.

WITNESS our hands and seals on the date set out above.

Owner-tenant

Community Representative

Owner-tenant

WALDEN WOODS – GUEST REGISTRATION FORM

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Home Address _____

City, State, and Zip Code _____

Host Community Resident: _____

Address: _____

Dates of visit to Community _____

Children under the age of 15 shall be supervised and shall be accompanied at all times by a resident parent, or legal guardian.

Automobile Information

Guest's Vehicle: Make/Model/Yr. _____

Tag# & State of Issue _____

Pet Information

Are you bringing a pet into the Community? Yes/No Type: Dog Cat Other. Please specify: _____

Has physician determined that animal is necessary for medical reasons as verified by physician: Yes / No

The undersigned warrants and represents that all statements herein are true.

Guest Date

Guest Date

Host Resident Date

1. The date this Prospectus was determined adequate to meet the requirements of Florida Statutes Chapter 723:
11-14-1985

2. Identification Number: PRMZ001479-1.

3. The Lot Number to be occupied: _____.

**PROSPECTUS
FOR
WALDEN WOODS**

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.

PRMZ001479-P2
Original Prospectus Approval Date 8-5-1987
Last Revision Date 12-8-2025
Integrated Copy Assembled 12-9-2025

SUMMARY

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PROSPECTUS FOR WALDEN WOODS

I. NAME AND ADDRESS OF PARK

Walden Woods
7193 W. Walden Woods Drive
Homosassa, Florida 34446

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices on the Park owner's behalf:

Chief Operating Officer
Sun Communities, Inc.
27777 Franklin Road, Suite 300
Southfield, MI 48034

III. PARK PROPERTY DESCRIPTION

A. Lots, Set-Backs and Minimum Separation Between Mobile Homes

Number of lots in each phase:	Phase I	36
	Phase II	53
	Phase III	82
	Phase IV (the Estates)	42

The total number of lots in the Park is 213. Additional lots may be developed in the future in additional phases.

B. Approximate size of each lot: sizes vary depending on location in the Park:

Phase I (36 Lots)

Lot Number	Approximate Dimensions
5,6,7,8,9,10,11,19,24	55' x 85'
12,20,21,22,23	52' x 85'
13,14,15,16,17,18 28,29,30,31,33	55' x 80'
35,36,37	52' x 80'
32,34	60' x 80'

(Phase I - Continued)

1	55' x 85' x 83' x 97'
2	40' x 97' x 106' x 142'

3	40' x 142' x 108' x 90'
4	40'x 90' x 61' x 85'
25	50' x 85'
26	56' x 85'

Phase II
(53 Lots)

Lot Number	Approximate Dimensions
73,74,75,76,176,177,178,179,180,181	52'x 85'
46,47,48,49,50,59,62,63,64,71,82,83,176	55' x 80'
41,53,54,66,67,68,78,79,80,87,88	52' x 80'
58,69,72	60' x 80'
42	98' x 86' x 45' x 80'
43	65' x 83' x 40' x 90'
44	58' x 88' x 40' x 83'
45	40' x 35' x 80' x 40' x 88'
51	65' x 81' x 52' x 80'
52	55' x 37' x 80' x 42' x 81'
56	60' x 27' x 84' x 40' x 80'
57	72' x 80' x 48' x 84'
65	40' x 75' x 80' x 40' x 100'
70	40' x 70' x 80' x 40' x 80'
77	40' x 85' x 64' x 47' x 80'
81	58' x 80'
(Phase II - Continued)	
84	62' x 80'
86 (Currently combined with lot #86 to form one double lot but Community Owner may separate lots in the future)	40' x 88' x 76' x 80'

89	52' x 80'
98	65' x 82' x 40' x 80'
182	80' x 85'

Phase III
(82 Lots)

143,146,147,148,149,150,151,152,160,164, 165,166,167,168,169,170,171,172,173,175	55' x 85'
94,99,100,101,102,103,104,105,106,107, 111,112,113,114,120,124,144	55' x 80'
90,91,92,93,103,104,105,108,109,110,122,130,134,135, 139,140	52' x 80'
97	65' x 15' x 110' x 40' x 82'
95	60' x 80' x 42' x 82'
96	60' x 97' x 50' x 110'
115,116,117,118,119,121,123,125,126,127,128,129	54' x 80'
131, 132	60' x 90'
133	67' x 80'
136	65' x 80'
137,138	60' x 80'
141	61' x 80'
153	48' x 85' x 140' x 135'
154	48' x 135' x 140' x 85'
155,158,159,160,161,162	52' x 85'
163	40' x 87' x 105' x 115' x 86'

Phase IV - The Estates
(42 Lots)

Lot Number	Approximate Dimensions
183,184,185,186,187,217	72' x 88'
190,191,203,204,205 195,196, 197,200,201,202,	70' x 87'

209,210,211,214,215,216	72' x 97'
198,199,212,213	82' x 97'
194,192,206,208	65' x 118'
193,207	64' x 118'
156	80' x 98'
157	75' x 98'
188	79' x 106' x 10' x 126' x 42'
189	126' x 137' x 88' x 67'
218	88' x 98' x 88' x 67'
219	88' x 83' x 15' x 114' x 43'
220	114' x 119' x 83' x 43'
221	83' x 73' x 88' x 75'
222	88' x 85'

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

5-2.1 Firesafety Separation Requirements.

5.2.1.1

Any portion of a manufactured home, excluding the tongue, shall not be located closer than ten (10') feet (3.04 m) side to side, eight (8') feet (2.44 m) end to side or six (6') feet (1.83 m) end to end horizontally from any other manufactured home or Community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one (1) hour fire rating, or the structures are separated by a one (1) hour fire rated barrier. (See 5-4.1)

5-4 Accessory Building or Structure Firesafety

5-4.1 Requirements.

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

Notwithstanding the above requirements, Citrus County has also established requirements for the minimum set-back and separation distances between mobile homes. The requirements of Citrus County are as follows:

1. Separation Between Mobile Homes: 15 feet.
2. Set-Back from Rear Lot Line: 10 feet.

3. Set-Back from Side Lot Line: 7 1/2 feet.
4. Set-Back from Front Lot Line: 10 feet from the edge of the street.

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

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

C. Shared Facilities

The maximum number of lots that will use the shared facilities of the Park when fully developed is 600.

IV. RECREATIONAL AND COMMON FACILITIES

A description of the recreational and other common facilities, if any, that will be used by the manufactured home owners follows:

- | | |
|---------------------------------|--|
| The number of buildings: | one |
| Building (name): | Clubhouse |
| a. Each room thereof: | Kitchen, manager's office, billiards room, card room, recreational hall, library, and restrooms. |
| b. Intended purposes: | Activity and meeting center for home owners and management |
| c. Location: | Near the entrance to the Community 2,800 square feet |
| d. Approximate floor area: | Approximately 300 square feet |
| e. Days and hours of operation: | 10:00 a.m. to 10:00 p.m. daily and at other hours upon special request and manager approval. |
| f. Capacity | 317 persons |

The Community has one swimming pool:

- | | |
|----------------------------|--|
| a. Swimming Pool Location: | The pool is located next to the Clubhouse. |
| b. Approximate size: | 20 ft. x 40 ft. |

- c. Depth: 3 ½ ft. up to 6 ½ ft.
- d. Approximate deck size; 1,600 square feet
- e. Capacity: 27 persons
- f. The pool may be heated to a temperature determined in the sole discretion of management.
- g. Days and hours of operation: One half hour after sunrise to one half hour before sunset daily and at other hours upon special request and manager approval. The pool may be restricted at certain times for exercise class or other group activities. The pool areas are for the use of home owners and their guests only. The pool has no lifeguard. Anyone using the pool does so at their own risk! Please do not swim alone.

Permanent improvements which will serve the manufactured home owners are: 1) 4 shuffleboard courts located near the Clubhouse; and 2) a horseshoe pit located between lots 37 and 41. The shuffleboard courts have a capacity of 16 persons (4 per court). Shuffleboard courts are available for use by the manufactured home owners daily from 10:00 a.m. until 10:00 p.m., unless extended by special request and manager approval.

A. Personal Property

Except as noted above, the Park has no other personal property available for use by the Park residents.

B. Days and Hours of Operation

1. Clubhouse: The Clubhouse will be available for use by the residents seven (7) days a week from 10:00 AM until 10:00 PM, unless extended by special arrangements.

2. Swimming Pool: The Swimming Pool will be available for use by the residents seven (7) days a week from one half-hour after sunrise to one half-hour before sunset, unless extended by special arrangements.

3. Shuffleboard Center: The Shuffleboard Center will be available for use by the residents seven (7) days a week from 10:00 AM until 10:00 PM, unless extended by special arrangements.

4. Park Office: The Park Office has hours of operation posted in the management office at the clubhouse.

5. Horseshoe Pit: The Horseshoe Pit will be available for use by the residents seven (7) days a week from 10:00 AM until 10:00 PM, unless extended by special arrangements.

C. Future Improvements

1. All future improvements to the Park are now complete.

2. The Park reserves the right from time to time to alter or change any of the existing facilities or property by the removal, relocation or alteration of then existing facilities and property. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period after the filing date of this Prospectus.

3. From time to time the Park in the future may be required by government action, or by its own discretion, to construct, build or provide for permanent or non-permanent improvements in the Park not yet known or

contemplated, which permanent or non-permanent improvements shall be for the use or benefit of the Park residents or used for the operation and management of the Park. In such event, and to the extent permitted by law, the Park intends and shall pass on to the residents, the cost of such permanent or non-permanent improvements after giving the proper notice to the residents as provided by the applicable law in force and effect at that time.

V. PARK MANAGEMENT AND MAINTENANCE

The management of the Park is the responsibility of the Park Manager. The Park Manager's office is located adjacent to the Clubhouse, and will have posted days and hours of operation. All questions and problems concerning park operations should be directed to the Park Manager.

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

VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

All mobile home owners must install the following improvements as a condition to the placement of their mobile home in the Park:

A. The set-up and installation, design and construction of the mobile home and any attachments, additions or improvements thereto, shall be approved by the Park prior to construction and installation. All such construction and installation shall begin only after an appropriate building permit has been obtained. All work is to be by a licensed, qualified and bonded contractor.

B. All mobile homes, additions, attachments and improvements thereto must be set-up, installed and constructed in compliance with all local and state ordinances, statutes, codes and other requirements.

C. A concrete or paver raised porch, mobile home design and lot size permitting.

D. Skirting on all four (4) sides with split block or a material acceptable or designated by the Park. Additionally, a planter shall be constructed in the front of each mobile home.

E. Cement steps at each entrance to the mobile home.

F. A utility/storage room attached and conforming to the roof line of the mobile home and carport.

G. A cement or paver driveway, 11 feet wide by 48 feet long, which includes a slab for the utility/storage room. Said cement or paver driveway shall be covered with an aluminum carport attached to the mobile home, which should also act as the roof line for the utility/storage room. All utility/storage rooms shall be located at the furthest most point from the street entrance to the driveway.

H. A cement walkway to the driveway or street from every doorway of the mobile home.

I. Hurricane tie-down anchors shall be installed and approved in accordance with local building codes and the Park.

J. All porches shall be screened.

K. All mobile homes must have the following minimum dimensions:

1. Single Wides: 14 feet by 50 feet.

2. Double Wides: 24 feet by 30 feet.

In general, and except as expressly provided to the contrary in this Prospectus or the Park Rules and Regulations, each owner of a mobile home in the Park is responsible for the maintenance and repair of said mobile home, the mobile home lot, and all improvements thereon (including landscaping). The home owner may also be required to bear, in the form of increases in the lot rental amount, the cost incurred by the Park owner in installing and constructing capital improvements and/or performing major repairs or renovations in the Park.

VII. UTILITIES AND OTHER SERVICES

A. **Water and Sewer:** Water and sewage disposal are currently provided by the Community Owner through a water well and waste water treatment plant. Charges for water and sewer services are assessed to each home owner as separate lot rental amount fees based on water consumption as determined by a water meter installed on the Home Owner's lot, at rates established by the Florida Public Service Commission (PSC). In the event that a municipality, other government or agency thereof, private utility company, or any entity providing water and sewage disposal service ("Other Supplier") supplies water and sewage disposal service directly to the manufactured homeowners, the manufactured homeowners shall be responsible for and pay for monthly usage fees and other fees, including any connection, impact or tap fees, all as established by the Other Supplier. Responsibility for water and sewage lines in the Community up to the lot line only is the responsibility of the Community Owner. The in-ground connection and the lines for water and sewage inside the manufactured homeowner's lot line are the manufactured homeowner's responsibility.

B. **Waste Disposal:** Waste disposal (garbage and trash collection) is provided by the Park under contract with Advanced Disposal or another local provider of Resident's choosing. The cost of waste disposal is billed to the Park in lump sum, allocated to the individual lots on a pro rata basis and included in the base rent of the monthly lot rental amount. The resident is responsible for providing adequate containers for pick-up and for location of these containers in the appropriate and designated area for such pick-up. All refuse must be bagged and/or placed in a leak-proof container.

C. **Cable Television:** Cable television service is available from various providers and is the responsibility of the individual mobile home owner. The fee for such service is a matter of contract between the manufactured home owner and the cable TV company (any increases in the cable TV fees will be as a result of that company raising its rates and will be the responsibility of the mobile home owner). The fee for cable TV is not included within the lot rental amount.

D. **Storm Drains:** Storm drainage is provided by natural run-off through the Park streets, which are pitched to facilitate flowing drainage. Storm water drains off the premises of the Park to adjacent property by way of drainage ditches and barrow pits. The storm drainage system, as provided, is the responsibility of the Park. The cost of storm drainage is included in the base rent portion of the monthly lot rental amount.

E. **Electricity:** Electric power is provided by Withlacoochee River Electric Co-op, Inc. It is billed directly to the home owner and is the home owner's sole responsibility. The electric company is responsible for the electric lines to the meter, including the meter. The Park is responsible for the electric meter pedestal. The main breaker, electrical lines to the mobile home or any other connection outside the mobile home, including utility shed connections and outside receptacles are the resident's responsibility. A light may be installed in the future on individual lots at the time of home purchase if the Community decides to do so, and in that event the manufactured homeowner on the lot upon which the light is situated shall be responsible for electricity used and maintenance of the light. The fee for electricity is not included within the lot rental amount.

F. **Street Lighting:** Street lighting is provided by Withlacoochee River Electric Co-op, Inc. Maintenance of these streets lights is the responsibility of the electric company. The cost of street lighting is billed to the Park in lump sum and is included in the base rent portion of the monthly lot rental amount.

G. **Changes in Utilities and Other Services:** The description of the utilities and other services at the Park set forth above reflect the manner in which such services are provided and charged, as well as the parties responsible for the maintenance of the facilities necessary to provide such services, as of the filing date of this Prospectus. The Park

reserves the right, upon ninety (90) days prior written notice to each affected resident 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 residents 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 be responsible for maintenance of utility facilities that are currently the responsibility of the Park as of the filing date of this Prospectus.

VIII. INCREASES IN LOT RENTAL AMOUNT

NO WRITTEN RENTAL AGREEMENT WAS INCLUDED WITH THE PROSPECTUS AT THE TIME IT WAS FOUND ADEQUATE BY THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES. THE WRITTEN RENTAL AGREEMENT ATTACHED AS EXHIBIT C IS APPROVED FOR USE WITH PROSPECTIVE HOME OWNERS. IF OFFERED, EXISTING HOME OWNERS MAY ACCEPT THIS WRITTEN RENTAL AGREEMENT AT THEIR OPTION.

The Park shall give written notice to each affected resident and the Board of Directors of the homeowners' association, if one has been formed, at least ninety (90) days prior to any increase in the lot rental amount or reduction in services or utilities provided by the Park. The lot rental amount is defined as all financial obligations, except user fees, which are required to be paid by the resident as a condition of the tenancy. A description of the financial obligations making up the lot rental amount is detailed in this section of the Prospectus. An increase in any one or more of the factors set forth in this section may result in an increase in the monthly lot rental amount.

B. Lot Rental Amount:

1. Base Rent: \$ _____ per month.
2. Special Use Fees:
 - a. Late Fees: \$ _____ for any payments not received in full by the 5th day of the month, and an additional charge of \$ _____ for any payments not received in full by the 15th day of the month.
 - b. NSF Payment Charge: \$ _____ for any payments which are returned for insufficient funds.
 - c. Additional Occupant Charge: \$ _____ per month.
 - d. Subletting Fee: (If this fee is determined to be an entrance fee as prohibited by Florida Statutes 723.01, then it shall be refunded.) \$ _____ per month.
 - e. Costs incurred by the Park to correct conditions of non-compliance by those residents who fail to maintain their lots in accordance with specified standards set forth in Park Rules and Regulations as may from time-to-time be applicable: \$ _____.
 - f. Pet Fees: \$ _____ per month.

- g. Application Fee: (This fee will be charged by the Park, as allowed by laws in qualifying a prospective resident of the Park. If this fee is determined to be entrance fee as prohibited by Florida Statutes 723.041, then it will be refunded.) \$ _____ per appl.
- h. Lease Processing Fee \$ _____. This fee will be charged by the Park Owner to cover the cost of work performed by Park Management in preparing the lease and related documents for signature by a prospective purchaser prior to the execution of a lease.
- i. Water and Sewer Fees: Water and sewage are the responsibility of the individual home owner as described herein. The home owner will be charged for water and sewer for a given month based on individually metered water consumption at rates established by the Florida Public Service Commission.

3. Pass-Through Charges:

The resident shall be responsible for payment of pass-through charges, which are the resident's proportionate share of the necessary and actual direct costs, and impact or hook-up fees for a governmentally mandated capital improvement, which may include the necessary and actual direct cost and impact or hook-up fees incurred for capital improvements required for public or private regulated utilities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the Park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Park.

4. Governmental and Utility Charges:

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

5. General Information:

Except for the services and charges therefor as listed herein, the cost of all other services, and their acquisition, desired or required by the resident, are solely the resident's responsibility.

The amounts inserted in the Prospectus as of the date of delivery reflect only those amounts as are charged as of that date. As disclosed herein, all such amounts are subject to future increases and change.

Whenever a "0" appears above in a blank for the amount charged for any category comprising the lot rental amount, or any service described herein, or special fee, it shall mean that charges for that particular category, special fee or service are not imposed by the Park as of the date of the delivery of this Prospectus. However, the Park reserves the right, in accordance with the terms of this Prospectus, to charge in the future for those services, special fees or categories, as set forth herein.

Whenever "-" appears in a blank for the amount charged for any category comprising the lot rental amount, or any service or special fee described herein, it shall mean that said category, special fee and/or service is not offered or available on the delivery date of this Prospectus. However, the Park reserves the right, in accordance with the terms of this Prospectus, to charge in the future for those categories, special fees and/or services as set forth herein.

Notwithstanding any of the provisions of this Prospectus, the Park shall continue to have the right to collect from the resident any damages that the Park may sustain as a result of or in connection with a breach of contract and/or a tortious act by the resident or anyone permitted to be on the Park property by the resident.

C. Factors which may affect increases in the lot rental amount. (An increase in one or more of these factors may result in an increase in the lot rental amount charged to the residents.):

1. Mobile Home Park Maintenance Costs.
2. Mobile Home Park Management Costs, Salaries and Expenses.
3. Major and minor repairs to existing capital improvements within the Park.
4. Factors affecting the cost or charge for a special fee listed above shall be: Increased costs incurred by the Park for services or activities making up such special fees, that amount other similarly situated Parks charge for the same special fee, that amount charged by the Park to encourage compliance with Park Rules and Regulations and any expenses, operating costs or management costs incurred by the Park or which the Park can reasonably charge for the providing of such service or activities associated with such special fees.
5. Cost of Living Increases based upon the Consumer Price Index, United States City Average for all items for urban wage and clerical workers (1967=100), or if discontinued, comparable statistics as published by the United States Department of Labor, and if unpublished, comparable statistics by a responsible financial periodical or recognized authority selected by the Park.
6. The cost of permanent and/or non-permanent improvements.
7. Any costs or fees incurred by the Park in verifying the reasonableness of or contesting any of the charges making up the monthly lot rental amount.
8. Any utility costs incurred and billed to the Park for the operation of the Park and its facilities.
9. The cost of all insurance maintained by the Park with respect to Park operations and personnel.
10. Fire district assessments that may from time to time be levied against the Park.
11. Real estate (ad valorem) or other property taxes assessed against the Park.
12. Special assessments of state or local government assessed against the Park.
13. Any state or local government mandated fees, charges, taxes or assessments of any kind, levied or charged to the Park.

14. The cost incurred by the Park, or charged to the Park, for utility charges and services and/or any increases therein.
15. License fees, permit fees and other fees and charges payable to the State of Florida or any Agency or local government.
16. The cost to obtain and maintain utility services, including but not limited to water, sewer, electricity, gas and waste disposal.
17. All Park operating expenses, including general repair and maintenance costs.
18. Professional fees; accountants, attorneys, engineers, architects and consultant fees; where such services are employed by the Park to assist in the operation, management, development, administration, and any other business of the Park.
19. The cost of water service.
20. The cost of sewer service.
21. The cost of waste disposal and collection (garbage and trash collection).
22. The cost of redecorating, renovating and landscaping the common facilities or areas in the Park, and the striping, patching or repairing of any roadways, vehicular parking areas or storage areas in the Park.
23. The cost of janitorial services, security, cleaning, window washing and/or pest control in the common areas or facilities in the Park.
24. Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Park.
25. Reasonable management fees paid in connection with the operation and management of the Park, including any such fees paid to the owner or any affiliate of the owner.
26. The cost of providing heating, ventilating, sewage and waste disposal, air conditioning and other services attributable to the operation of any recreational building or other common area or facility in the Park.
27. Increases resulting from prevailing economic and market conditions that would allow for the Park to receive a fair and reasonable rate of return and/or the fair market rental value for its mobile home lots.

Prevailing Market Conditions are intended to refer to those rents and other charges imposed in comparable Parks or rents or charges willingly paid from time to time by new residents of this Park. For this purpose, a Park will be deemed comparable if it is located in the same general vicinity (Citrus County) as this Park, and offers similar facilities, amenities and services.

Prevailing Economic Conditions are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessperson in establishing the base rent and other charges, or any increase in the amount thereof. These factors may include:

- a. The cost attendant to the replacement of this Park in the economic environment existing at the time of any rental increase, including land acquisition costs, construction costs and losses associated with the operation of a Park prior to full occupancy, and the level at which lot rental must be established in order that the Park will realize a reasonable return on the costs referred to in this clause;

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

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

d. The levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U.S. City Average-All Urban Consumers, 1967=100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions and which have been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index;

e. The level at which the lot rental must be established in order that the owner will realize a reasonable return on the "owner's equity." For this purpose the "owner's equity" refers to the fair market value of the Park from time to time less existing mortgage indebtedness;

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

D. The manner in which the monthly lot rental amount will be increased is as follows:

The Park, at its discretion, may increase the monthly lot rental amount in an amount equal to the sum of all of the factors listed in paragraph C of this section, except for those factors set forth in paragraph C(4) of this section. The Special Fees portions of the monthly lot rental amount may only be increased in an amount equal to the sum of the factors listed in paragraph C(4) of this section. The Park may, of course, institute increases in the monthly lot rental amount for a sum less than the total of all the factors listed in paragraph C of this section. However, it shall not be considered or expected that the Park shall consistently do so. The sum of all of the factors listed in paragraph C of this section shall equal the maximum increase in the monthly lot rental amount that the Park may levy during any single annual period, except for those categories of the monthly lot rental amount which can be increased more than once annually as noted herein and allowed by law.

E. New residents who become residents and assume the remaining portion of an existing tenancy are hereby notified that upon the expiration of the assumed tenancy, the Park expressly reserves the right to increase the lot rental amount as may be deemed appropriate by the Park, with such increase being imposed in the manner disclosed in the Prospectus delivered to the initial recipient.

IX. USER FEES

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

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

User fees will be increased based on increased costs, prevailing market rent, and/or prevailing economic conditions. Notice of an increase or change in user fees will be provided to the manufactured home owner five (5) days prior to the increase. Notice of increase will be given by posting a notice at the clubhouse, or at the manager's office, or personal delivery, or by U.S. Mail. Notice by U.S. Mail shall be deemed effective upon delivery to the Post Office.

The Community as of the delivery date of this Prospectus does not provide non-essential or optional services, and does not charge or levy user fees but reserves the right to do so. To the extent it does so in the future, Exhibit E-5 will be the form of the user fee agreement.

The costs of all other services required by the home owner are solely the home owner's responsibility. Any new services not presently provided which might in the future be provided to home owners shall be the subject of a user fee and a separate agreement.

X. PARK RULES AND REGULATIONS

A. Existing Rules and Regulations

The Park Rules and Regulations in effect as of the filing date are attached to this Prospectus as Exhibit "A." In the event the Park Rules and Regulations are amended or modified prior to the delivery date of this Prospectus, then the Rules and Regulations in effect on the delivery date shall be attached to this Prospectus as Exhibit "A" instead of the Rules and Regulations in effect as of the filing date of this Prospectus.

Notwithstanding anything to the contrary set forth in the attached Rules and Regulations, the Park unconditionally reserves the right to amend, change and/or modify the Park Rules and Regulations or to promulgate new Park Rules and Regulations in accordance with the provisions of paragraph B below or in any other manner which may, from time to time, be permitted by law.

B. Amendments to Rules and Regulations

The Park 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 shall give at least ninety (90) days prior written notice to each affected resident in the Park of such change, modification or amendment, and provided further, that no new Rule or Regulation, except Rules adopted as a result of restrictions imposed by government entities and required to protect the public health, safety and welfare, shall be enforced by the Park prior to the expiration of such ninety (90) day period.

XI. PARK ZONING

As of the filing date, the zoning classification of the Park is A-1 General Agriculture. The permitted uses under this zoning classification are:

- A. Agriculture.
- B. Rental Mobile Home Parks.

The zoning authority having jurisdiction over the Park is the Citrus County Board of County Commissioners. As of the filing date, the Park has no definite future plans for changes in the use of the land comprising the Park.

XII. EXHIBITS

- A. A copy of the current Park Rules and Regulations of Walden Woods.
- B. A copy of the Park layout showing the location of the recreational areas and other common areas.
- C. A copy of the Lease Agreement.
- D. A copy of the Guest Registration Form.

The Park reserves the right to amend this Prospectus or any exhibits thereto from time to time to the extent permitted or required by law, including but not limited to changes in relevant statutory provisions and changes in relevant rules of the Department of Business and Professional Regulation or any other Agency having jurisdiction over the operation of this Park.

EXHIBIT A

WALDEN WOODS
RULES AND REGULATIONS

Definitions

"Resident" means a person(s) entitled under authority of Home Owner's lot rental agreement to the use and occupancy of a residential lot to the exclusion of others. The term includes both tenants and Home Owners.

"Manufactured Home" – means a mobile home as defined in section 723.003(8), Florida Statutes.

"Community" – means the property operated as a mobile home park as defined in section 723.003(12), Florida Statutes.

"Community Owner" – ("Park Owner") – means the owner or operator (manager) of the manufactured home Community. The term is synonymous with the definition of "park owner" set forth in section 723.003(13), Florida Statutes.

"Community Manager" – means "Operator of a mobile home park" as defined in section 723.003(16), Florida Statutes.

For your convenience, security and the pleasant atmosphere associated with gracious manufactured home living, the following rules and regulations are enforced:

1. Applicant for occupancy must be considered desirable and compatible with other occupants of the community. The community is intended and operated to provide housing for the occupancy by older persons. For admission to the community as an occupant, an applicant must be considered desirable, must be compatible with the other occupants of the community, and at least one person in 80% of the total occupied lots must be 55 years of age or older. All other occupants must be at least 40 years of age or older. The Community Owner reserves the right to accept an occupant younger than these requirements who is a handicapped dependent and a member of the occupant's immediate family. Upon application for residency, an applicant must provide copies of birth certificates for each occupant or such other documents, which if presented to the Social Security Administration, would be acceptable to establish age.

At the outset of each even-numbered year, Community Management may request specific information from each Resident to facilitate the completion, compilation, and updating of the Community's census records. This information may encompass, but is not restricted to, the following: 1) the number of individuals residing in the household along with their respective names; 2) evidence demonstrating clear and proper title to the Resident's home; 3) a copy of the Resident's government-issued identification; 4) copies of any death certificates pertaining to either the ownership or occupancy of individuals in the residence; 5) documentation validating ownership and registration, as well as the make, model, and color of any vehicles owned by the Resident to be parked within the Community; and 6) the names and valid contact details (including phone number and email address) of at least one individual who may be reached on behalf of the Resident in the event of an emergency. Should Residents have any inquiries or require information concerning the Community census, they are encouraged to reach out to Community Management.

2. Children are not acceptable in the community, except for visitation of not more than fifteen (15) consecutive days or thirty (30) total days per year. Residents are responsible for the behavior of visiting children. Children up to age 15 must be supervised by a person 18 years of age or older in and around all recreation areas at all times.

3. Residents away for more than two (2) weeks must notify the office in advance as to what arrangements have been made for the necessary grounds care. Management reserves the right to do the necessary work so that the lot will meet the standards of the community. The costs will be charged to the tenant as set forth in the Lease Agreement and the Prospectus.

4. Laundry Lines: No one is permitted to hang towels, rugs, rags, or any wearing apparel on the manufactured home, on or in the carport and/or screen room, awning, storage shed, or on any other appurtenance to the home or fixture on the homesite.

5. Only tenants' cars may be washed in the community. The speed limit shall not exceed 15 miles per hour. No parking of vehicles on lawns or roads. No major repairs or overhaul of cars, boats, etc., is permitted on homesite or roadways. No airboats are permitted. Motorcycles that operate quietly will be permitted in the sole discretion of Management. Mopeds or golf carts must be approved by the Community Manager. Commercial vehicles, campers, travel trailers, boats, etc., shall be kept in the designated areas only if such an area exists. Campers, motor homes, pods or similar storage containers, and boats will be permitted up to 48 hours for loading and unloading. No person may remain overnight or to otherwise reside in the Community in any camper, motor home or similar vehicle. Operators of all motorized vehicles within the Community must have a valid operator's license. Motorcycles, mopeds or motor scooters, if properly licensed, may be operated only as transportation on Community streets via the shortest route in and out of the Community. ATV's, dirtbikes, minibikes, go carts, and any other type of off-road vehicles are strictly prohibited within the Community. All permitted vehicles must have factory-type quiet mufflers which are to be in place while the vehicle is being operated in the Community. Prior to storing, parking and/or driving any motorcycles, mopeds or motor scooters in the Community, it is the Resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled. Pedestrians, golf carts and bicycles have the right-of-way.

6. Rental rates are for not more than two persons. Each additional permanent resident will be charged a fee per month.

7. The lot rental amount is payable one month in advance on the first day of the month. A late fee will be charged for any payments not received in full by the fifth day of the month, and an additional fee will be charged for any payments not received in full by the fifteenth day of the month.

8. Tenants with street lights are required to keep lights operating during the evening hours.

9. Neither management nor owner shall be liable for accident or injury to life or property through use of recreation facilities, or for loss or damage caused by accident, fire, theft, or act of God to any manufactured home. In the event tenant has called for fire, police, or ambulance, please notify the Community Manager at the same time.

10. Management may evict a tenant or any occupant or prospective tenant or the home itself for those grounds as set forth in section 723.061, Florida Statutes.

11. Community Pet and Assistance Animal Rules.

Residents may have two (2) registered "domesticated" pets per household with Management's approval. All pets must be registered with Management before entering the home. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, Staffordshire Terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas, certain bulldog breeds (including pitbulls), wolf breeds and chows as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance] are not permitted in the Community due to their size and/or aggressive natures. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.

Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of pet privileges and/or eviction pursuant to section 723.061, Florida Statutes.

a. Pets are specifically prohibited from the office, from other Community or recreation buildings or facilities, or other Residents' lots.

b. Where required, a current rabies tag must be worn by the pet. Home Owner must have proof that their pets have had all required and updated vaccinations.

c. Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to, lunging, growling, biting and/or barking at Residents or other pets.

d. Residents are required to clean up their pet's defecation on their site and while walking their pet. Residents may not walk their pets on other Residents' lots, vacant lots, or picnic area.

e. When outside, all pets must be kept on a hand-held leash.

f. Pets may not be tied up and left outdoors.

g. Management may require removal of pets that cause excessive noise or disturb other Residents.

h. "Beware of Dog" signs are not permitted.

i. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the community.

j. Feeding of wildlife, including feral cats, is strictly prohibited. Residents are required to notify Community Management if they become aware of the presence of any feral cats or other animals which are or may become a nuisance in the Community. Residents who observe a neighbor feeding feral animals are required to report such activity to Community Management during regular business hours.

k. Legitimate assistance animals may be accommodated with proof of disability (as defined by the law) and written verification from a health care provider. The Community Manager can provide you with the Service Animal policy and required forms.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents.

12. All homes will have brick skirting, attached utility shed, carport, concrete or paver driveway, concrete or paver patio, irrigation, fully sodded lawn, and concrete steps approved by the management. All additions or changes to the original manufactured home and its exterior aluminum and concrete packages must have prior written approval from the Community Owner. (This is to maintain the uniformity of the Community.)

13. Exterior antennas and satellite dishes which are designed to receive video programming through direct broadcast satellite service or multi-point distribution service or those which are designed to receive over the air broadcast signals from local broadcast television stations are allowed. Satellite dishes shall not exceed 39" in diameter, and over the air antennas shall not extend more than twelve feet above the crest of the roofline. To the extent allowed by federal, state or local law, Management reserves the right to prohibit any specific type of antenna or satellite dish and to regulate the placement of any device. Any other type of antenna must be approved in writing by the Community Owner.

14. Prior to installation of any air conditioning unit, other than central air conditioning as originally installed, the location on the home must be approved in writing by Community management. No air conditioning unit

shall be located in the front window of the manufactured home or front wall of any manufactured home, or any wall facing a street. (This limitation does not apply to window air conditioning units installed prior to the effective date of these Rules and Regulations and previously approved by Community management in writing). Unless otherwise agreed to by Community management in writing, all homes brought into the Community after [effective date of rule amendment] must have fully operational central heat and air conditioning systems which are installed in accordance with all applicable codes and regulations.

15. All homes must be adequately insured for liability.

16. Residents are at all times responsible for the actions of their guests. Tenants, please advise your guests of the Rules and Regulations. Guests not abiding by the Rules and Regulations will be asked to leave the community. Guests wishing to use the facilities at Walden Woods must, at all times, be accompanied by their host homeowner. In your absence, if guests have your permission to stay in your home, please advise management in advance. On their arrival, please have them come to the manager's office.

All overnight Guests or Guests who will be using Community recreational facilities, must be registered by their Resident host at the office during normal office hours upon or prior to arrival. Guests arriving on weekends or holidays must be registered by their Resident host during office hours on the last business day prior to their Guests' arrival. All Guests having a vehicle must register the vehicle with the Community Manager and receive a vehicle pass. Failure to register a Guest or Guest's vehicle will subject the Guest to immediate removal from the Community. See the Guest Registration Form exhibit to this prospectus for further information. Guests must notify the office upon their departure. Residents must complete and file a Guest Registration Form with Community Management prior to having any guests or visitors in the Community when such guests or visitors are in the Community for a period of at least twenty-four (24) hours.

17. No commercial business can be operated from a home in Walden Woods, and no advertising signs may be erected on the Resident's lot or manufactured home. Babysitting, childcare, handling of scrap metal and animal grooming for compensation are commercial enterprises and are prohibited within the Community. Babysitting, childcare or animal grooming which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community are allowed as are minor home repair that does not require a permit and monitoring of homes during the absence of the Resident; however, if complaints about any such activity are received by Community Management, Management reserves the right, in its sole and exclusive discretion, to prohibit future performance of the activity by the offending Resident(s). A "business" also includes any commercial enterprise which: (1) is required to be licensed by local or state law; (2) requires traffic from outside the Community to enter for the purpose of dealing with said business; (3) uses any type of sign or advertising on the exterior of the home; (4) includes door-to-door canvassing of Community Residents; (5) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (6) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, renting or other business use.

18. Residents selling their manufactured home cannot guarantee the prospective homeowner a site in the community. All prospective residents must be approved by management prior to moving into Walden Woods.

19. There will be no fences permitted on any lot.

20. Signs. One "For Sale" sign, no larger than 12 inches by 18 inches, is allowed in the inside front home window only. Homes located on corner lots may place the "For Sale" sign in a side window of the home instead of a front window. Exceptions for an alternative location for placement of the "For Sale" sign will be reviewed by Community Management on a case-by-case basis and will only be allowed upon prior written approval of Management. Information on the sign is limited to stating the Home is for sale, and broker's name and telephone number. The "For Sale" sign must be removed within forty-eight (48) hours of the closing of the sale of the Home. No signs of any other kind, including but not limited to political signs, "No Trespassing" signs, and "Beware of Dog" signs, are allowed on the home, in the windows of the home, or on the lot with the exception of an open house sign as referenced below. Signs of any kind are generally prohibited on golf carts as well as any other vehicles in the Community. Logos affixed to Residents' motor

vehicles (not including golf carts) may be permitted on a case-by-case basis; removable temporary or magnetic signs, however, are prohibited. These prohibitions on signs apply to both Residents themselves and to any guests or invitees of Residents, including outside brokers.

21. Garage and/or yard sales are prohibited on Residents' lots. Residents may have a one-day estate sale, not to exceed five (5) hours in duration, only upon prior written approval of Community Management; Community Management will make decisions regarding the allowance of estate sales on a case-by-case basis. Garage or yard sales are prohibited throughout the year, with the exception of the Community-wide garage/yard sale, which will be hosted at least once per year, as determined in the sole discretion of Community Management. Residents are allowed to host open houses, only for the purpose of selling their home, subject to the following restrictions: 1) the open house may only take place on either Saturday or Sunday between the hours of 10:00 a.m. and 2:00 p.m.; 2) only one (1) bandit sign advertising the open house, no larger than 18" x 24", is allowed in the front yard only; no other signs of any kind, including but not limited to signs posted on vehicles or golf carts, are allowed. The sign must be promptly removed once the open house is completed; and 3) All "For Sale" signs must adhere to the requirements for same which are set forth in these Rules and Regulations.

22. Flags. The maximum number of standard flags permitted on any homesite is a total of two (2). Standard flags may be either mounted to the home or carport by a flag pole, or the Resident may make a request to Community Management for an in-ground flag pole. If the Resident's request is granted, there is a maximum of one (1) in-ground flag pole, not to exceed 20 feet (20'), per lot. Standard flags may be up to but no greater than 3½ feet by 5 feet in size. Flags displayed on a flag pole may contain no more than two (2) flags on a single pole. In addition, a maximum of two (2) small garden flags may be placed in the ground in landscaping beds. All flags must be kept in a well-maintained condition and may not be tattered, ripped, or torn. If Community Management determines, in its sole discretion, that a flag needs to be either replaced or removed, then the Resident will be required to either replace or remove the flag as directed and upon reasonable notice by Community Management. In the interest of fostering an atmosphere of inclusion, only the following flags are permitted: 1) any Community of Nations flag, including official U.S. flags; 2) state or provincial flags; 3) military branches; 4) sports teams; and 5) seasonal or holiday flags. The garden flags will be permitted on each homesite in the designated landscaping areas only as long as they are non-political in nature and as long as they are placed in such a way that does not interfere with lawn care services. Any flag which is determined to be harmful or offensive by Community Management in Management's sole discretion may be ordered to be removed immediately.

23. No digging of soil will be permitted without prior consent from the management. All plantings must be approved by management. Owner-tenant must keep all plantings trimmed and in neat order (weeded).

24. Waste and refuse shall not be placed curbside for pickup earlier than 7:00 p.m. of the evening prior to the day of pickup. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection.

25. No one other than those executing the lease agreement shall be allowed to reside upon the premises (lot) set forth in the lease agreement without written consent from the Community Manager. The purchase of your home by those who have not executed a Lease Agreement or obtained written consent from management shall not constitute permission or rights for purchaser(s) to reside within the community. All prospective residents must be approved by management and execute a lease agreement.

26. Loud noises, disorderly conduct, abusive, profane or threatening language, harassment of residents or their guests, and annoying parties shall not be permitted. Residents and their guests shall conduct themselves so as not to interfere with the peaceful enjoyment of the community by its residents.

Residents and their guests shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, guests, occupants, or invitees, or directed at Community Management or Management's agents, employees, or vendors. This rule against abusive or harassing behavior and intimidation or aggression includes any communications, threats, and/or behavior sent or expressed via

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

27. Use of the community facilities are at your own risk. Please be careful.

28. All persons must use poolside shower before entering pool and after applying suntan lotion (oil). No rafts or floats are allowed in the pool. No food or glass containers are allowed in the pool area. Persons wearing swimming attire are not allowed in the clubhouse.

29. Subleasing and Renting. The Home Owner shall not sublease the leased lot without the written consent of Community Owner. Notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels the Community Owner to do so, and the Community Owner in its sole discretion may refuse to allow subletting at any time. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing without Community Owner's written consent shall be void and shall constitute a default by Home Owner. Manufactured Home spaces are not transferable. No sub rental, sub-lease, or occupancy by or through a rental/purchase option of lot by anyone other than the Community Owner is authorized. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of rents shall be deemed a waiver of this provision, or the acceptance of the subtenant or occupant as tenant, or as a release of the Home Owner(s) from further compliance by Home Owner(s) with the rules and regulations. Any consent by Community Owner to a subleasing shall not relieve Home Owner(s) from obtaining written consent from Community Owner for any further subleasing. In the event Home Owner wishes to sublease the Lot and if written permission for subleasing from the Community Owner is obtained, Home Owner hereby grants Community Owner the exclusive right to serve as rental agent for the Community recognizing Community Owner's interest in preserving its ability to monitor residents in the Community, to orient such residents to the rules and regulations of the Community, and to effectively enforce the rules and regulations of the Community. Home Owner must arrange all subleasing through Community Management although, if subleasing is approved in writing by Community Owner, Home Owner may sublease to any person or persons who are qualified to lease a lot within the Community.

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

31. No natural-burning fire pits will be allowed in the Community at any time. Only propane-based fire pits will be permitted, and residents must not leave any fire pit burning unattended.

32. All homes must be power-washed on all four sides, including the skirting, patios, carports, garages, gutters, sheds, driveways, and sidewalks, at least once a year. Additional power-washing may be required at the discretion of Community Management. In the case that additional power-washing is required by Management, the power-washing must be completed within fourteen (14) days of receiving notice regarding same. Power-washing must be completed, and the Community offices must be informed of such completion, by May 1st of each year.

33. Carports are for vehicle parking only and may not be enclosed or converted into any type of living or entertainment space. Carports may only be enclosed up to a maximum of 50% of the total carport area for the purpose of creating a screened lanai or expanding the carport shed only (no other enclosure exceptions are permitted). Enclosing or converting a carport into a lanai is strictly prohibited without written permission from Community Management via an exterior improvement request form. If approval is granted by Community Management after completion and submission of the request form, such lanai must not be more than fifty (50) percent of the carport's length and must not block the driveway or carport from accommodating two (2) vehicles in accordance with these Community Rules and Regulations. Fencing inside the carport is strictly prohibited. All enclosures must be properly permitted as required by applicable local ordinances.

34. All exterior colors and materials used in improving the Home, including paint color, trim, siding, replacement roof materials and roof sealants, must be approved in writing by Community Owner prior to their use on the Home. Failure to obtain written approval of Community Owner prior to use of any exterior colors or materials on the home, including painting of the home, may result in the Home Owner having to repaint the home in a Community Owner-approved color at the Home Owner's sole expense upon sixty (60) days' notice.

35. Each resident is responsible for keeping his or her respective trees, plants, and flower boxes trimmed and attractively maintained. Homesites are to be kept free of dead limbs and weeds and shall not be permitted to become overgrown. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive written approval from Community Management prior to planting. All trees, shrubs and plants on the lot are the property of the Community and are not to be moved by the Home Owner or by other residents. Nonetheless, plants and shrubs planted by the Home Owner may be removed when vacating the lot with Community Management's approval. Sod must be replaced by the Home Owner where planting is removed. Existing trees or shrubs must not be damaged or removed by the Home Owner without prior written permission of the Community Manager. The Home Owner is responsible for any trimming and maintenance and/or removal of any tree and/or shrub located on the mobile home lot. For purposes of this rule, any tree the trunk of which is entirely within the boundary of the Home Owner's lot is considered to be "on the mobile home lot." Any tree the trunk of which is on a boundary line of the 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 mobile home lots) or of the Community Owner (if the trunk is on a boundary line separating the Home Owner's lot from a common area of the Community or from an unoccupied lot). Trees that are the property of the Community (those the trunk of which is located entirely within a common area of the Community) may be trimmed or removed at the sole discretion of Community Management. Dead trees, or trees and shrubs located on the mobile home lot and damaged by high winds, or any other act of God, must be removed by the Home Owner, at Home Owner's expense, within seven (7) days of occurrence of death or damage of the affected tree or shrub. Vegetable gardening is not permitted on any lot. Trees and shrubs must be kept well groomed at all times. The Home Owner must cure any default under this paragraph within two (2) weeks of written notice as provided herein.

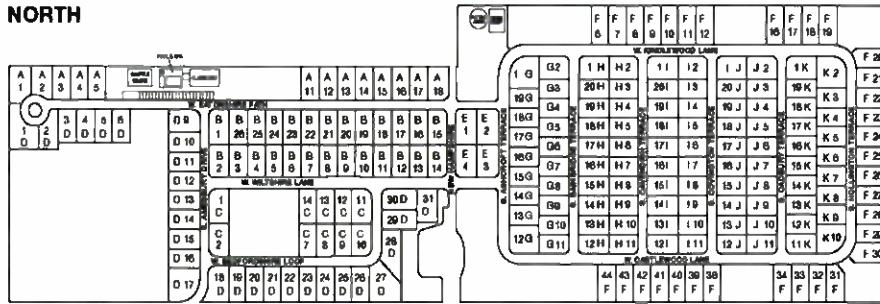
36. Drones – For purposes of this rule a drone is a powered, unmanned, aerial vehicle that (1) uses aerodynamic forces to provide vehicle lift; (2) can fly autonomously or be piloted remotely; and (3) is designed to be recoverable, and is also referred to as an "unmanned aerial vehicle" or an "unmanned aircraft system." Residents, and any guests of Residents, shall not be permitted to fly or use a drone within the Community. Community Management reserves the right to operate its drones within the Community on a limited basis. Community Management will notify Residents in advance of any drone usage for marketing purposes.

37. Community Management reserves the exclusive, unrestricted right to grant exceptions to these rules and regulations 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 and regulations may be granted by the Community Manager 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.

Tenant, by execution of the lease, acknowledges that these Rules and Regulations are a part of the lease. These Rules and Regulations may be amended in accordance with Florida Statutes, Chapter 723.



NORTH



LIMITED



7193 West Walden Woods Dr. • Homosassa, FL 34446
 (352) 382-5704 • www.waldenwoodsFL.com



**WALDEN WOODS
LEASE AGREEMENT**

THIS LEASE made and entered into this ____ day of _____, 20 ____, by GCP WALDEN WOODS ONE, LLC, known as WALDEN WOODS, hereinafter called the "Community" and _____ hereinafter called the "Owner-tenant."

WITNESSETH, that in consideration of the covenants herein contained, on the part of the said Owner-tenant to be kept and performed, the said Community does hereby lease to the said Owner-tenant the following described property: Street: _____ Lot No.: _____.

TO HAVE AND TO HOLD the same from the ____ day of _____, 20 ____, until the 31st day of December, 20 ____, the said Owner-tenant paying the initial monthly base rent of \$ _____ from the beginning of this Lease until the 31st day of December 20 ____. Upon expiration of the current term, this Lease Agreement shall automatically renew for a term not to exceed 12 months. Annual Lot Rental Amount increases for calendar year 20 ____ and subsequent years will be based on the factors set forth in the prospectus. Lease renewals and increases will become effective the first day of January of each year thereafter and will be a part of the Lease Agreement for that year.

Lot Rental Amount will also be increased in calendar years subsequent to the initial year by any increase in real estate or other taxes and assessments by a federal, state or local government. Such increases in taxes and assessments will be based on a prorata computation among all lots in the Community and will be charged to all residents to whom this Lease Agreement is applicable. Except when a shorter notice period is allowed by law, the manufactured home owner shall be notified of the increase in Lot Rental Amount at least ninety (90) days prior to the increase. The terms "base rent" and "lot rental amount" are each defined separately in the prospectus.

Lot Rental Amount payments are due on or before the 1st day of each month for that month, at the place designated by the Community.

The Owner-tenant covenants and agrees to the following:

1. To make no unlawful, improper, or offensive use of the property.
2. To comply with the Rules and Regulations of the Community. A copy of said Rules and Regulations has been furnished to the Owner-tenant.
3. That the Lease is governed by Chapter 723, Florida Statutes (Florida Mobile Home Act) as currently in effect at the time of execution of this document, the provisions of which are incorporated herein by reference.
4. Actions by the Owner-tenant which constitute grounds for eviction under Section 723.061, Florida Statutes, shall be a violation of this Lease. Failure of the Community to evict an Owner-tenant for violation of any one of the grounds set forth in Section 723.061, Florida Statutes, or for any grounds provided for in this Lease, shall not waive the right for the Community to consider any subsequent violation of the same grounds, or the violation of any other grounds, a breach of this Lease by Owner-tenant so long as permitted by Chapter 723, Florida Statutes.
5. As provided in the Rules and Regulations, rules and regulations may be modified, eliminated, or additional rules and regulations adopted by the Community upon giving the Owner-tenant notice thereof as required by law. Any such change must be in accordance with Chapter 723, Florida Statutes.
6. This Lease and the privileges contained herein are not assignable, and said Lease is only valid as long as those executing the Lease reside upon the premises as set forth in this Lease, and are in full conformance with all provisions of this Lease and the Community Rules and Regulations, except that a new home owner may assume, in

writing, the balance of the annual Lease through December 31 of the year of purchase in accordance with Chapter 723, Florida Statutes.

7. Owner-tenant expressly understands and agrees that, upon execution of this Lease, all prior leases, rental agreements, negotiations, and other agreements between the parties regarding the lot leases are hereby terminated, void, and of no legal force and effect.

8. Storm drainage and street lighting within the Community are included in the base rent and charged in accordance with, and subject to increases as set forth in, the Prospectus. Water and sewage are charged as special use fees included in lot rental amount and are not included in base rent.

9. Other financial obligations of the Owner-tenant, not including user fees, are as follows:

	<u>Fees or Charges</u>
1. <u>Base Rent:</u>	\$ _____ per month.
2. <u>Special Use Fees:</u>	
a. Late Payment Fee:	\$ _____ will be charged for any payments not received in full by the fifth day of the month, and an additional fee of \$ _____ will be assessed for any payments not received in full by the fifteenth day of the month.
b. NSF Payment Fee:	\$ _____
c. Lease Processing Fee:	\$ _____
c. Additional Occupant Charge:	\$ _____ per month.
d. Subletting Fee: (If this fee is determined to be an <u>entrance fee</u> as prohibited by Florida Statutes 723.01, then it shall be refunded.)	\$ _____ per month.
e. Costs incurred by the Community to correct conditions of non-compliance by those residents who fail to maintain their lots in accordance with specified standards set forth in Community Rules and Regulations as may from time-to-time be applicable:	\$ _____.
f. Pet Fees:	\$ _____ per month.
g. Application Fee: (This fee will be charged by the Community, as allowed by laws in qualifying a prospective resident of the Community. If this fee is determined to be an <u>entrance fee</u> as prohibited by Florida Statutes 723.041, then it will be refunded.)	\$ _____ per appl.

h. Water and Sewage:

Water and sewage are the responsibility of the individual Owner-tenant. The Owner-tenant will be charged for water and sewer for a given month based on individually metered water consumption at rates established by the Florida Public Service Commission.

The fees will be charged and increased as set out in the Prospectus. No services are included in the lot rental amount other than those services stated above.

10. The Community reserves the right to pass on and pass through charges in accordance with the Prospectus and Chapter 723, Florida Statutes.

11. Owner-tenant(s) acknowledge that they have read the foregoing, the Rules and Regulations, and the Prospectus, and that Owner-tenant was offered the foregoing Lease prior to occupancy.

NO WRITTEN RENTAL AGREEMENT WAS INCLUDED WITH THE PROSPECTUS AT THE TIME IT WAS FOUND ADEQUATE BY THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES. THIS WRITTEN RENTAL AGREEMENT IS APPROVED FOR USE WITH PROSPECTIVE HOME OWNERS. IF OFFERED, EXISTING HOME OWNERS MAY ACCEPT THIS WRITTEN RENTAL AGREEMENT AT THEIR OPTION.

We have read and understand this Agreement and agree to the terms set out herein.

WITNESS our hands and seals on the date set out above.

Owner-tenant

Community Representative

Owner-tenant

WALDEN WOODS – GUEST REGISTRATION FORM

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Home Address _____

City, State, and Zip Code _____

Host Community Resident: _____

Address: _____

Dates of visit to Community _____

Children under the age of 15 shall be supervised and shall be accompanied at all times by a resident parent, or legal guardian.

Automobile Information

Guest's Vehicle: Make/Model/Yr. _____

Tag# & State of Issue _____

Pet Information

Are you bringing a pet into the Community? Yes/No Type: Dog Cat Other. Please specify: _____

Has physician determined that animal is necessary for medical reasons as verified by physician: Yes / No

The undersigned warrants and represents that all statements herein are true.

Guest Date

Guest Date

Host Resident Date

1. The date this Prospectus was determined adequate to meet the requirements of Florida Statutes Chapter 723:
8-5-1987 .
2. Identification Number: PRMZ001479-P2 .
3. The Lot Number to be occupied: _____.

Exhibit 23

**PROSPECTUS
FOR
WALDEN WOODS**

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.

PRMZ001479-P3
Original Prospectus Approval Date: 8-30-1999
Last Revision Date: 12-8-2025
Integrated Copy Assembled: 12-9-2025

**INDEX OF THE CONTENTS AND
EXHIBITS OF THE PROSPECTUS**

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PROSPECTUS FOR WALDEN WOODS

I. NAME AND ADDRESS OF PARK

Walden Woods
7193 W. Walden Woods Drive
Homosassa, Florida 34446

II. RECEIPT OF NOTICES AND DEMANDS

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

Chief Operating Officer
Sun Communities, Inc.
27777 Franklin Road, Suite 300
Southfield, MI 48034

The owner and management of Walden Woods Mobile Home Park are referred to herein as "Park Owner".

III. PARK PROPERTY DESCRIPTION

A. Park Property and Lots.

The number of mobile home lots in the park currently is 213. Additional lots may be developed in the future. The size and shape of the lots in the park may vary. The lots contained in each Phase are as follows:

Phase I (36 Lots)

<u>Lot Number</u>	<u>Approximate Dimensions</u>
5,6,7,8,9,10,11,19,24	55' x 85'
12,20,21,22,23	52' x 85'
13,14,15,16,17,18 28,29,30,31,33	55' x 80'
35,36,37	52' x 80'
32,34	60' x 80'

(Phase I - Continued)

1	55' x 85' x 83' x 97'
2	40' x 97' x 106' x 142'
3	40' x 142' x 108' x 90'
4	40' x 90' x 61' x 85'

25	50' x 85'
26	56' x 85'

Phase II
(53 Lots)

<u>Lot Number</u>	<u>Approximate Dimensions</u>
73,74,75,76,176,177,178,179,180,181	52'x 85'
46,47,48,49,50,59,62,63,64,71,82,83,176	55' x 80'
41,53,54,66,67,68,78,79,80,87,88	52' x 80'
58,69,72	60' x 80'
42	98' x 86' x 45' x 80'
43	65' x 83' x 40' x 90'
44	58' x 88' x 40' x 83'
45	40' x 35' x 80' x 40' x 88'
51	65' x 81' x 52' x 80'
52	55' x 37' x 80' x 42' x 81'
56	60' x 27' x 84' x 40' x 80'
57	72' x 80' x 48' x 84'
65	40' x 75' x 80' x 40' x 100'
70	40' x 70' x 80' x 40' x 80'
77	40' x 85' x 64' x 47' x 80'
81	58' x 80'

(Phase II - Continued)

84	62' x 80'
86 (Currently combined with lot #86 to form one double lot but Community Owner may separate lots in the future)	40' x 88' x 76' x 80'
89	52' x 80'
98	65' x 82' x 40' x 80'

182	80' x 85'
<u>Phase III</u> (82 Lots)	
143,146,147,148,149,150,151,152,160,164, 165,166,167,168,169,170,171,172,173,175	55' x 85'
94,99,100,101,102,103,104,105,106,107, 111,112,113,114,120,124,144	55' x 80'
90,91,92,93,103,104,105,108,109,110,122,130,134,135, 139,140	52' x 80'
97	65' x 15' x 110' x 40' x 82'
95	60' x 80' x 42' x 82'
96	60' x 97' x 50' x 110'
115,116,117,118,119,121,123,125,126,127,128,129	54' x 80'
131, 132	60' x 90'
133	67' x 80'
136	65' x 80'
137,138	60' x 80'
141	61' x 80'
153	48' x 85' x 140' x 135'
154	48' x 135' x 140' x 85'
155,158,159,160,161,162	52' x 85'
163	40' x 87' x 105' x 115' x 86'

Phase IV - The Estates
(42 Lots)

<u>Lot Number</u>	<u>Approximate Dimensions</u>
183,184,185,186,187,217	72' x 88'
190,191,203,204,205 195,196, 197,200,201,202,	70' x 87'
209,210,211,214,215,216	72' x 97'
198,199,212,213	82' x 97'

194,192,206,208	65' x 118'
193,207	64' x 118'
156	80' x 98'
157	75' x 98'
188	79' x 106' x 10' x 126' x 42'
189	126' x 137' x 88' x 67'
218	88' x 98' x 88' x 67'
219	88' x 83' x 15' x 114' x 43'
220	114' x 119' x 83' x 43'
221	83' x 73' x 88' x 75'
222	88' x 85'

Notwithstanding the foregoing; the Park Owner reserves the right to change the size, configuration and use of the lots in the Park, subject to compliance with the necessary zoning and other laws and regulations applicable to the Park including compliance with Chapter 723 of the Florida Statutes and all rules promulgated thereunder.

B. Setback and Minimum Separation Distance Requirements.

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

Pursuant to Rule 4A-42.005, Florida Administrative Code, the State Fire Marshal has adopted the code of the National Fire Protection Association. This code sets forth minimum separation distance requirements between manufactured homes as follows:

4-2.1 Fire Safety Separation Requirements

4-2.1.1 Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3 m) side to side, 8 ft. (2.4 m) end to side, or 6 ft. (1.8 in) 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 that will provide a 1-hour fire rating or the structures are separated by a 1-hour fire-rated barrier. (See 4-4.1)

4-4. Accessory Building or Structure Fire Safety Requirements

4-4.1 Setback Requirements: Accessory buildings or structures shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials that do not support combustion and provided that such buildings or structures are not less than 3 ft. (0.9 m) from an accessory building or structure on an adjacent site. An accessory building or structure constructed of combustible materials shall be located no closer than 5 ft. (1.5 m) from the site line of an adjoining site.

Notwithstanding the above requirements, Citrus County has also established requirements for the minimum set-back and separation distances between mobile homes. The requirements of Citrus County are as follows:

1. Separation Between Mobile Homes: 15 feet.
2. Set-Back from Rear Lot Line: 10 feet.
3. Set-Back from Side Lot Line: 7112 feet.
4. Set-Back from Front Lot Line: 10 feet from the edge of the street.

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, any such requirements may be modified or repealed. No representation is made as to the interpretation of the setback and separation requirements set out above, nor as to the continuing applicability of such requirements after the Filing Date (the date this prospectus was filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes). Prospective home owners of the park are advised to inquire with the above-referenced authorities with respect to these matters.

C. Shared Facilities

The park is being developed in phases. On the Filing Date, the maximum number of mobile home lots sharing the facilities of the park was 217. When the park is fully developed, the total number of lots sharing the facilities may be 600.

IV. RECREATIONAL AND COMMON FACILITIES

The recreational and common facilities of the park are as follows:

A. Clubhouse

The park has a clubhouse located near the entrance to the park on West Walden Woods Boulevard (See Exhibit B). It has approximate dimensions of 40 feet by 70 feet. The Clubhouse includes a kitchen, which contains a refrigerator, range and oven, sink and cabinets. The Clubhouse also has folding tables and folding chairs available for use by the residents. There are two (2) restrooms located within the Clubhouse with dimensions of 10 feet by 12 feet each. The Clubhouse has central heat and air conditioning. The capacity of the Clubhouse is 317 persons, without tables and chairs, or 148 persons with seating.

B. Swimming Pool

The park has a swimming pool located near the clubhouse. Its dimensions are 20 feet by 40 feet. It ranges in depth from 3 1/2 feet to 6 1/2 feet. The pool is surrounded by 1,600 square feet of deck. The pool is heated to a temperature determined in the sole discretion of management, and is equipped with a "blanket" that is used to maintain the temperature when the pool is closed. The capacity of the pool is 27 persons. In addition, patio chairs and chaise lounges are provided for residents on the deck area surrounding the pool.

C. Other Facilities and Permanent Improvements

1. The park has a gazebo located near the Clubhouse.
2. The park has shuffleboard courts located near the Clubhouse.
3. The park has a horseshoe pit located between lots 37 and 41.

D. Personal Property

Except as noted above the Park has no other personal property available for use by the Park residents.

E. Days and Hours of Operation

1. Clubhouse: The Clubhouse will be available for use by the residents seven (7) days a week from 10:00 AM until 10:00 PM, unless extended by special arrangements.
2. Swimming Pool: The Swimming Pool will be available for use by the residents seven (7) days a week from one half-hour after sunrise to one half-hour before sunset, unless extended by special arrangements.
3. Shuffleboard Center: The Shuffleboard Center will be available for use by the residents seven (7) days a week from 10:00 AM until 10:00 PM, unless extended by special arrangements.
4. Park Office: The Park Office hours are posted in the Management office of the clubhouse.
5. Horseshoe Pit: The Horseshoe Pit will be available for use by the residents seven (7) days a week from 10:00 AM until 10:00 PM, unless extended by special arrangements.

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

F. Completion of Improvements

All facilities described in this Section IV have been completed as of the Filing Date. The Park Owner reserves the right from time to time to alter or change any of the above listed facilities and amenities by the removal, relocation or alteration of existing facilities and amenities or the construction of new facilities. No assurance is given that any of the foregoing facilities will remain available for the residents' use for any specified period after the Filing Date.

V. PARK MANAGEMENT AND MAINTENANCE

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's office will have posted days and hours of operation. All questions and problems concerning Park operations should be directed to the Park Manager.

The maintenance and operation of the park property is also the responsibility of the Park Manager. The Park Owner may from time to time employ private contractors for any repairs or maintenance the Park Owner deems necessary or appropriate to properly maintain the park. The services provided by the Park as of the filing date include maintenance of the common areas and recreational facilities. The Park Owner reserves the right, upon 90 days prior written notice to each mobile home owner, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the park.

Each home owner is responsible for maintenance and repair of their mobile home, the lot and all improvements located thereon including, driveways, sheds, carports, landscaping and lawn maintenance (except for grass cutting which is provided by the park owner). Maintenance and repair shall be in accordance with the requirements of this Prospectus, the Park Rules and Chapter 723, Florida Statutes. Each home owner is also responsible for repair of any damage caused by the home owner or home owner's guest or invitees and for cleaning up after the use of the clubhouse or common facilities.

VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

Home owners must install the improvements listed below as a condition of their occupancy in the park. The Park Owner reserves the right to alter, amend, change, enhance, upgrade or waive these requirements on an on-going basis. Further, all exterior changes to any mobile home must be approved in writing, in advance by the Park Owner. This includes, but is not limited to: new siding, new roofing material, room or carport additions, landscaping changes and enhancements, or exterior changes of any kind. A complete list of current community standards is available in the Park Office.

A. Utility hook up and connection, along with normal mobile-home set-up, including tie-downs or anchors, must be provided by the mobile home owner at their own expense in accordance with state and local government requirements and manufacturer's specifications. The home owner is responsible for proper set-up of the manufactured home and for obtaining and paying for all permits and fees of any nature associated with the initial location and setup of the mobile home. All work is to be by a licensed, qualified and bonded contractor.

B. All mobile homes additions, attachments and improvements thereto must be set-up, installed and constructed in compliance with all local and state ordinances, statutes, codes and other requirements. Hurricane tie-down anchors shall be installed and approved in accordance with local building codes, and per State of Florida requirements.

C. All homes will include and be installed in compliance with the following:

1. A concrete or paver, screened porch; mobile home design and lot size permitting.
2. Skirting on all four (4) sides with split block or a material acceptable or designated by the Park Owner.
3. A landscape element in the front of the mobile home.
4. Cement steps at each entrance to the mobile home.
5. An attached utility/storage room conforming to the roofline of the home and carport.
6. A cement or paver driveway, a minimum of 11 feet wide if single, 20 feet wide if double. Said cement or paver driveway shall be covered with an aluminum carport attached to the mobile home. All homes located in "The Estates" must have at a minimum an attached single-wide driveway, fully enclosed garage, or an attached, double-wide aluminum carport.
7. An area hiding garbage cans constructed of split block or material acceptable to or designated by Park Owner.
8. Fully sodded lot.
9. Removal of trailer hitch.
10. Attached outside light.

D. All mobile homes must have the following minimum dimensions:

1. Single Wides: 14 feet by 50 feet. Phase III/Estates No Single Wides
2. Double Wides: 24 feet by 30 feet.

All of the forgoing improvements shall be installed in accordance with the reasonable requirements of the Park Owner and in accordance with Park rules. All plans for installation on the mobile home and improvement must be coordinated with and approved in writing by Park Owner prior to installation. No other improvements to the lot or to the exterior of the mobile home shall be permitted without approval of Park Owner.

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

VII. UTILITIES AND OTHER SERVICES

A. **Water and Sewer:** Water and sewage disposal are currently provided by the Community Owner through a water well and waste water treatment plant. Charges for water and sewer services are assessed to each home owner as separate lot rental amount fees based on water consumption as determined by a water meter installed on the Home Owner's lot, at rates established by the Florida Public Service Commission (PSC). In the event that a municipality, other government or agency thereof, private utility company, or any entity providing water and sewage disposal service ("Other Supplier") supplies water and sewage disposal service directly to the manufactured homeowners, the manufactured homeowners shall be responsible for and pay for monthly usage fees and other fees, including any connection, impact or tap fees, all as established by the Other Supplier. Responsibility for water and sewage lines in the Community up to the lot line only is the responsibility of the Community Owner. The in-ground connection and the lines for water and sewage inside the manufactured homeowner's lot line are the manufactured homeowner's responsibility.

B. **Waste Disposal:** Waste disposal (garbage and trash collection) is provided by Advanced Disposal or another local provider of Resident's choosing. The cost of waste disposal is billed to the Park in lump sum, allocated to the individual lots on a pro rata basis and included in the base rent of the monthly lot rental amount. The resident is responsible for providing adequate containers for pick-up and for location of these containers in the appropriate and designated area for such pick-up. All refuse must be bagged and/or placed in a leak-proof container.

C. **Cable TV:** Cable television is available in the Park and is not included in the lot rental amount. Cable service is available from various providers and is the responsibility of the individual mobile home owner. The fee for such service is a matter of contract between the manufactured home owner and the cable TV company (any increase in the cable TV fees will be as a result of that company raising its rates and will be the responsibility of the mobile home owner). Park Owner reserves the right to enter into a bulk cable contract and include the cost of the same in the lot rental amount.

D. **Storm Drains:** Storm drainage is provided by natural run-off through the Park streets, which are pitched to facilitate flowing drainage. Storm water drains off the premises of the Park to adjacent property by way of drainage ditches and barrow pits. The storm drainage system, as provided, is the responsibility of the Park. The cost of storm drainage is included in the base rent portion of the monthly lot rental amount.

E. **Electricity:** Electric power is provided by Withlacoochee River Electric Co-op Inc. and is not included in lot rental amount. Residents must contract individually with the entity providing electric power for this service. A light may be installed in the future on individual lots at the time of home purchase if the Community decides to do so, and in that event the manufactured homeowner on the lot upon which the light is situated shall be responsible for electricity used and maintenance of the light. The fee for electricity is not included within the lot rental amount.

F. **Street Lighting:** Street lighting is provided by Withlacoochee River Electric Co-op, Inc. The cost of street lighting is billed to the Park in lump sum and is included in the base rent portion of the monthly lot rental amount.

G. **Lawn Mowing:** Grass cutting is provided by the park on a schedule to be determined by management. This service is included in lot rental amount. This service does not include lawn maintenance such as weeding, fertilizing, edging or watering.

Changes in Utilities and other Services: The Community Owner reserves the right, upon 90 days prior written notice to each manufactured home owner, to change any utility or other service provided, the manner of providing that utility or service, or the manner in which that utility or service is charged. The manufactured home owner may be charged separately in the future by the Community Owner or by a third party provider for any utilities or services that are presently provided or which may become available in the Community; and may be separately charged for future capital improvements related to such utilities or other services; or for taxes or charges for those utilities if imposed by local and state government, special taxing districts or utility companies.

VIII. LOT RENTAL AMOUNT

NO WRITTEN RENTAL AGREEMENT WAS INCLUDED WITH THIS PROSPECTUS AT THE TIME IT WAS FOUND ADEQUATE BY THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES. THE WRITTEN RENTAL AGREEMENT ATTACHED AS EXHIBIT C IS APPROVED FOR USE WITH PROSPECTIVE HOME OWNERS. IF OFFERED, EXISTING HOME OWNERS MAY ACCEPT THIS WRITTEN RENTAL AGREEMENT AT THEIR OPTION.

LOT RENTAL AMOUNT means all financial obligations, except user fees, which are required as a condition of the tenancy. Lot rental amount includes, but is not limited to, the following:

"Base rent" means the amount paid by the mobile home owner for the use and occupancy of the lot and use of related Park facilities, if any. Base rent may vary within the Park.

"Special use fee" means certain separately itemized amounts for specific services or privileges which are charged in addition to base rent.

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

"Government or utility charge" means any charge imposed by the Park Owner on the home owner, in addition to the base rent, for reimbursement of any costs incurred and/or caused or charged by any state, federal, or local government or utility company.

"Assessment" means a charge which is based on increased costs to the Park Owner, and imposed in addition to the base rent.

COMPUTATION OF LOT RENTAL AMOUNT

The following is a listing of all of the types of financial obligations, except user fees, which are required as a condition of tenancy.

A. Base Rent

The base rent is calculated for a maximum of two (2) occupants. Base rent is due from home owner on the first day of each calendar month in the amount of \$ _____ per month.

B. Special Use Fees

Special use fees that the mobile home owner will be responsible for include:

1. Investigation/Credit Check Fee: \$ _____ Due at the time of application, this one-time charge will cover costs for determining eligibility, including credit worthiness, of any applicant for residency in the park. This fee will be charged by the park owner, as allowed by law, in qualifying a prospective tenant in the park.

2. Additional Occupant Fee: \$ _____ Per month for each individual permitted to reside in the home in excess of the limit of 2 persons per unit.

3. Lease Processing Fee \$ _____ This fee will be charged by the Park Owner to cover the cost of work performed by Park Management in preparing the lease and related documents for signature by a prospective purchaser prior to the execution of a lease.

4. Late Payment Fee: \$ _____ for any payments not received in full by the 5th day of the month, and an additional fee of \$ _____ for any payments not received in full by the 15th day of the month.

5. NSF Payment Fee: \$ _____ for any payments returned for insufficient funds.

6. Pet Fee: \$ _____ Per pet per month.

7. Guest Fee: \$ _____ Per month for guests remaining in excess of fifteen (15) consecutive days or more than thirty (30) days in one year.

8. Landscape Maintenance and Cleanup Fee: \$ _____ Per service if management must have the lot weeded, edged or have the shrubs or trees trimmed.
 \$ _____ Per service or \$ _____ per worker/hour charged for cleanup costs if Tenant(s) fail to keep yard areas clean.

9. Garbage/Refuse Fee: \$ _____ Charge for removing any garbage/refuse not removed as normal garbage/refuse by the waste collection and disposal service.

10. Vehicle Towing Fee: \$ _____ If the park owner is required to remove an unauthorized or illegally parked vehicle(s), Tenant will be charged the actual amount charged by the tow truck operator, including any storage charges.
11. Rule Violation Fee: \$ _____ All costs and expenses incurred by Park Owner plus 20% of such costs and expenses or \$ _____ per service for any repair, maintenance or service performed by the park or charge incurred by the park, which was caused by the tenant's failure or tenant's guest's failure to comply with park rules. (See Rules).
12. Taxes or Governmental Assessments: \$ _____ All increases in taxes or governmental assessments of any nature required to be paid now or in the future by any governmental entity. Such increases in taxes or assessments shall be in addition to the base rent.
13. Water and Sewer Fees: Water and sewage are the responsibility of the individual home owner as described herein. The home owner will be charged for water and sewer for a given month based on individually metered water consumption at rates established by the Florida Public Service Commission.

C. Pass-through Charges

The mobile home owner will be responsible for payment of any pass-through charge, which is the home owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the Park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Park.

D. Government or Utility Charges

The Park Owner may charge the home owner for any costs incurred, caused or charged by any state, federal, or local government or utility company. These charges will be assessed to the manufactured home owner based on actual usage which may be determined by meter or other measurement, on a pro rata basis, or based on the benefit conferred on the home owner. (See VIII. C. above, for the method of computing pro rata shares.) Certain of these government or utility charges, subject to the requirements of Chapter 723, may be "passed on" by the Park Owner at any time during

the term of the lot rental agreement. These "pass on" charges may be assessed more often than annually and if charged for separately, the allowable "pass on" charges will not be otherwise collected in the remainder of the lot rental amount.

E. Assessments

Assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner, including but not limited to any costs arising due to acts of God or third parties, as set forth in the section on increases in lot rental amount of this Prospectus. The assessment will be imposed as set forth in the notice of assessment. The notice of assessment will be delivered ninety (90) days prior to the effective date of the assessment.

F. Generally

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

The dollar amounts set above represent only the amounts charged for each rental category on the Delivery Date (the date upon which the prospectus is delivered to the home owner). As disclosed in this Prospectus, such amounts are subject to increase.

Wherever a "0" or no amount is filled in a blank, for the amount charged for any category described above, it means that charge is not imposed by the Park Owner on the Delivery Date. That charge may be implemented or increased as described in this Prospectus.

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

INCREASES IN LOT RENTAL AMOUNT

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

G. Notice of Increase. The mobile home owner shall be notified of any increase in the lot rental amount at least 90 days prior to the effective date of such increase. Notice of a rental increase will be deemed "given" when either: (1) hand delivered to the home owner; or (2) placed in the U.S. Mail by either the Park Owner or its agent.

H. 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 or user fees:

1. "Increased costs" which refers to any increases experienced by the Park Owner since the delivery of notice of the last increase in the lot rental amount in the total costs arising out of the ownership, operation and management of the Community. All present and future operating expenses and other charges of every kind and nature may be taken into account in determining the total costs, and such expenses and charges may include, but are not necessarily limited to: (1) costs of obtaining utility services, including water, sewer, electricity, gas and waste collection and disposal; (2) property taxes and special assessment and levies; (3) insurance premiums; (4) the cost of general repairs; (5) the cost of janitorial, security, cleaning, window washing and pest control; (6) the cost of redecorating, renovating and landscaping the common facilities or areas in the Community, and of striping, patching and repairing any roadways, vehicular parking areas or storage areas in the Community; (7) the cost of providing heating, ventilating and air-conditioning services to any recreational building or other common area or facility in the Community; (8) reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Community; (9) management fees paid in connection with the operation and management of the Community, including any such fees paid to Park Owner or any affiliate of Park Owner; (10) the cost of capital improvements or major repairs made in or for the benefit of the Community, and the funding of any reserves for capital improvements or repairs; and, (11) license fees, permit fees and other fees and charges payable to the state of Florida or any agency or municipality thereof.

2. "Prevailing Market Rent" refers to the lot rental amount imposed in manufactured home communities which are comparable to this Community, or the lot rental amount willingly paid from time to time by new residents of this Community. A community will be deemed comparable if it is located in the same competitive area as this Community, and offers similar facilities, amenities, services and/or management.

3. "Prevailing Economic Conditions" refers to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the lot rental amount or any increase in the amount thereof. These factors may include, but are not necessarily limited to: (1) the costs attendant to the replacement of this Community in the economic environment existing at the time of any increase in the lot rental amount, including land acquisition costs, construction costs, and losses associated with the operation of a manufactured home Community prior to full occupancy, and the level at which the lot rental amount must be established in order that the Park Owner will realize a reasonable rate of return on the costs referred to in this clause; (2) the level at which the lot rental amount must be established in order that the Park Owner will realize a reasonable return on the "Owner's Equity;" for this purpose, the "Owner's Equity" refers to the fair market value of the Community from time to time, less existing mortgage indebtedness; (3) the level at which the lot rental amount must be established in order to pay the level of interest rates and other financing charges associated with construction, interim and permanent financing, including the cost of purchase of the property; (4) 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; (5) the levels of the Consumer Price Index, U.S. City Average - All Urban Consumers (1982-84 = 100) and/or any other widely accepted replacement index measuring the relative value of the U.S. dollar; (6) other economic factors which might reasonably be expected to affect either the value of the Community, the rate of return available to the Owner of the Community at the existing level of the lot rental amount, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of lot rental amount increase required in the Community in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Community.

I. The Park Owner reserves the right to increase the lot rental amount, upon ninety days notice, on a date other than the expiration date of the term of the lot rental agreement, when the manner of increase is disclosed in the prospectus and rental agreement, the term of the rental agreement exceeded twelve months, and provided that the increase in lot rental amount shall occur no more frequently than annually.

IX. USER FEES

Each mobile home owner is responsible for the payment of user fees if the mobile home owner agrees to the provisions of services for such fees by the Park Owner.

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

User fees may be charged or increased in the management's sole discretion. Factors considered include increased costs, prevailing market rent, and prevailing economic conditions.(see VIII. H., Lot Rental Amount Increase). Notice of an increase or change in user fees will be given to the home owner 10 days prior to the increase. Notice of increases will be given by posting a notice at the park office.

There are currently no user fees charged.

X. ADDITIONAL CONSIDERATIONS

A. The Park Owner reserves the right to amend this Prospectus or any Exhibit thereto from time to time to the extent permitted by law.

B. Purchasers assuming the remaining portion of a rental agreement as allowed by subsection 723.059(3), Florida Statutes, as amended, are hereby notified that, upon expiration of the term of the assumed rental agreement, the Park Owner expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Park Owner based on prevailing market rent or any of the factors set forth in this Prospectus.

The seller of a mobile home is required to deliver their prospectus to the purchaser. The seller must advise the Park Owner of the imminent sale of the mobile home and of the prospective purchaser's name and address.

The purchaser must be qualified for tenancy by the Park Owner prior to occupancy of the home. The purchaser may not assume the remainder of the term of the rental agreement until screened for eligibility as a prospective home owner under the park's then existing rules and regulations, and must agree to any increase in lot rental amount in writing prior to occupancy. Any purchaser who is not approved for tenancy may be required to move the home from the park.

C. No court action may be brought by any home Owner or home owners association relating to a dispute concerning changes to the rules and regulations, reduction in services or utilities, or an increase in lot rental amount unless and until a request has been submitted to the Department of Business and Professional Regulation for mediation, and the request has been processed in accordance with section 723.038, Florida Statutes, as amended.

D. The Park Owner or Manager and the home owner may agree to a modification of the terms and conditions established under the prospectus or rental agreement provided that such modification is agreed to in writing by the Park Owner, not any agent thereof, including the Park Manager.

XI. PARK RULES AND REGULATIONS

A. Current Rules and Regulations

The current Park Rules and Regulations are attached to this Prospectus as Exhibit "A". The Park Management reserves the right to amend, change and/or modify the park Rules and Regulations or to promulgate new Park Rules and Regulations in accordance with the provisions below or in any other manner which may, from time to time, be permitted by law, during the term of the tenancy.

Pursuant to subsection 723.037(1), Florida Statutes, the Park Owner shall give written notice to each mobile home owner at least ninety (90) days prior to any change in rules and regulations. Rules adopted as a result of restrictions imposed by government entities or those required to protect the public health, safety and welfare may be enforced prior to the expiration of the ninety (90) day period.

XII. PARK ZONING

As of the filing date, the zoning classification of the Park is PDR, Planned Development Residential. The permitted use under this zoning classification is: Mobile Home Park and Accessory Uses.

The zoning authority having jurisdiction over the Park is the Citrus County Board of County Commissioners. As of the filing date, the Park has no definite future plans for changes in the use of the land comprising the Park.

XIII. EXHIBITS

- A Rules and Regulations.
- B Park Layout
- C Lease Agreement
- D Guest Registration Form

This Prospectus was determined to be adequate to meet the requirements of Chapter 723, Florida Statutes, by the Division of Florida Condominiums, Timeshares, and Mobile Homes, as follows:

Date This Prospectus Approved: 8-30-1999

Prospectus Number Assigned by Division: PRMZ001479-P30962

Lot to be occupied: _____

EXHIBIT A

WALDEN WOODS

RULES AND REGULATIONS

Definitions

"Resident" means a person(s) entitled under authority of Home Owner's lot rental agreement to the use and occupancy of a residential lot to the exclusion of others. The term includes both tenants and Home Owners.

"Manufactured Home" – means a mobile home as defined in section 723.003(8), Florida Statutes.

"Community" – means the property operated as a mobile home park as defined in section 723.003(12), Florida Statutes.

"Community Owner" – ("Park Owner") -- means the owner or operator (manager) of the manufactured home Community. The term is synonymous with the definition of "park owner" set forth in section 723.003(13), Florida Statutes.

"Community Manager" – means "Operator of a mobile home park" as defined in section 723.003(16), Florida Statutes.

For your convenience, security and the pleasant atmosphere associated with gracious manufactured home living, the following rules and regulations are enforced:

1. Applicant for occupancy must be considered desirable and compatible with other occupants of the community. The community is intended and operated to provide housing for the occupancy by older persons. For admission to the community as an occupant, an applicant must be considered desirable, must be compatible with the other occupants of the community, and at least one person in 80% of the total occupied lots must be 55 years of age or older. All other occupants must be at least 40 years of age or older. The Community Owner reserves the right to accept an occupant younger than these requirements who is a handicapped dependent and a member of the occupant's immediate family. Upon application for residency, an applicant must provide copies of birth certificates for each occupant or such other documents, which if presented to the Social Security Administration, would be acceptable to establish age.

At the outset of each even-numbered year, Community Management may request specific information from each Resident to facilitate the completion, compilation, and updating of the Community's census records. This information may encompass, but is not restricted to, the following: 1) the number of individuals residing in the household along with their respective names; 2) evidence demonstrating clear and proper title to the Resident's home; 3) a copy of the Resident's government-issued identification; 4) copies of any death certificates pertaining to either the ownership or occupancy of individuals in the residence; 5) documentation validating ownership and registration, as well as the make, model, and color of any vehicles owned by the Resident to be parked within the Community; and 6) the names and valid contact details (including phone number and email address) of at least one individual who may be reached on behalf of the Resident in the event of an emergency. Should Residents have any inquiries or require information concerning the Community census, they are encouraged to reach out to Community Management.

2. Children are not acceptable in the community, except for visitation of not more than fifteen (15) consecutive days or thirty (30) total days per year. Residents are responsible for the behavior of visiting children. Children up to age 15 must be supervised by a person 18 years of age or older in and around all recreation areas at all times.

3. Residents away for more than two (2) weeks must notify the office in advance as to what arrangements have been made for the necessary grounds care. Management reserves the right to do the necessary work so that the lot will meet the standards of the community. The costs will be charged to the tenant as set forth in the Lease Agreement and the Prospectus.

4. Laundry Lines: No one is permitted to hang towels, rugs, rags, or any wearing apparel on the manufactured home, on or in the carport and/or screen room, awning, storage shed, or on any other appurtenance to the home or fixture on the homesite.

5. Only tenants' cars may be washed in the community. The speed limit shall not exceed 15 miles per hour. No parking of vehicles on lawns or roads. No major repairs or overhaul of cars, boats, etc., is permitted on homesite or roadways. No airboats are permitted. Motorcycles that operate quietly will be permitted in the sole discretion of Management. Mopeds or golf carts must be approved by the Community Manager. Commercial vehicles, campers, travel trailers, boats, etc., shall be kept in the designated areas only if such an area exists. Campers, motor homes, pods or similar storage containers, and boats will be permitted up to 48 hours for loading and unloading. No person may remain overnight or to otherwise reside in the Community in any camper, motor home or similar vehicle. Operators of all motorized vehicles within the Community must have a valid operator's license. Motorcycles, mopeds or motor scooters, if properly licensed, may be operated only as transportation on Community streets via the shortest route in and out of the Community. ATV's, dirtbikes, minibikes, go carts, and any other type of off-road vehicles are strictly prohibited within the Community. All permitted vehicles must have factory-type quiet mufflers which are to be in place while the vehicle is being operated in the Community. Prior to storing, parking and/or driving any motorcycles, mopeds or motor scooters in the Community, it is the Resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled. Pedestrians, golf carts and bicycles have the right-of-way.

6. Rental rates are for not more than two persons. Each additional permanent resident will be charged a fee per month.

7. The lot rental amount is payable one month in advance on the first day of the month. A late fee will be charged for any payments not received in full by the fifth day of the month, and an additional fee will be charged for any payments not received in full by the fifteenth day of the month.

8. Tenants with street lights are required to keep lights operating during the evening hours.

9. Neither management nor owner shall be liable for accident or injury to life or property through use of recreation facilities, or for loss or damage caused by accident, fire, theft, or act of God to any manufactured home. In the event tenant has called for fire, police, or ambulance, please notify the Community Manager at the same time.

10. Management may evict a tenant or any occupant or prospective tenant or the home itself for those grounds as set forth in section 723.061, Florida Statutes.

11. Community Pet and Assistance Animal Rules.

Residents may have two (2) registered "domesticated" pets per household with Management's approval. All pets must be registered with Management before entering the home. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, Staffordshire Terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas, certain bulldog breeds (including pitbulls), wolf breeds and chows as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance] are not permitted in the Community due to their size and/or aggressive natures. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.

Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of pet privileges and/or eviction pursuant to section 723.061, Florida Statutes.

a. Pets are specifically prohibited from the office, from other Community or recreation buildings or facilities, or other Residents' lots.

b. Where required, a current rabies tag must be worn by the pet. Home Owner must have proof that their pets have had all required and updated vaccinations.

c. Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to, lunging, growling, biting and/or barking at Residents or other pets.

d. Residents are required to clean up their pet's defecation on their site and while walking their pet. Residents may not walk their pets on other Residents' lots, vacant lots, or picnic area.

e. When outside, all pets must be kept on a hand-held leash.

f. Pets may not be tied up and left outdoors.

g. Management may require removal of pets that cause excessive noise or disturb other Residents.

h. "Beware of Dog" signs are not permitted.

i. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the community.

j. Feeding of wildlife, including feral cats, is strictly prohibited. Residents are required to notify Community Management if they become aware of the presence of any feral cats or other animals which are or may become a nuisance in the Community. Residents who observe a neighbor feeding feral animals are required to report such activity to Community Management during regular business hours.

k. Legitimate assistance animals may be accommodated with proof of disability (as defined by the law) and written verification from a health care provider. The Community Manager can provide you with the Service Animal policy and required forms.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents.

12. All homes will have brick skirting, attached utility shed, carport, concrete or paver driveway, concrete or paver patio, irrigation, fully sodded lawn, and concrete steps approved by the management. All additions or changes to the original manufactured home and its exterior aluminum and concrete packages must have prior written approval from the Community Owner. (This is to maintain the uniformity of the Community.)

13. Exterior antennas and satellite dishes which are designed to receive video programming through direct broadcast satellite service or multi-point distribution service or those which are designed to receive over the air broadcast signals from local broadcast television stations are allowed. Satellite dishes shall not exceed 39" in diameter, and over the air antennas shall not extend more than twelve feet above the crest of the roofline. To the extent allowed by federal, state or local law, Management reserves the right to prohibit any specific type of antenna or satellite dish and to regulate the placement of any device. Any other type of antenna must be approved in writing by the Community Owner.

14. Prior to installation of any air conditioning unit, other than central air conditioning as originally installed, the location on the home must be approved in writing by Community management. No air conditioning unit

shall be located in the front window of the manufactured home or front wall of any manufactured home, or any wall facing a street. (This limitation does not apply to window air conditioning units installed prior to the effective date of these Rules and Regulations and previously approved by Community management in writing). Unless otherwise agreed to by Community management in writing, all homes brought into the Community after [effective date of rule amendment] must have fully operational central heat and air conditioning systems which are installed in accordance with all applicable codes and regulations.

15. All homes must be adequately insured for liability.

16. Residents are at all times responsible for the actions of their guests. Tenants, please advise your guests of the Rules and Regulations. Guests not abiding by the Rules and Regulations will be asked to leave the community. Guests wishing to use the facilities at Walden Woods must, at all times, be accompanied by their host homeowner. In your absence, if guests have your permission to stay in your home, please advise management in advance. On their arrival, please have them come to the manager's office.

All overnight Guests or Guests who will be using Community recreational facilities, must be registered by their Resident host at the office during normal office hours upon or prior to arrival. Guests arriving on weekends or holidays must be registered by their Resident host during office hours on the last business day prior to their Guests' arrival. All Guests having a vehicle must register the vehicle with the Community Manager and receive a vehicle pass. Failure to register a Guest or Guest's vehicle will subject the Guest to immediate removal from the Community. See the Guest Registration Form exhibit to this prospectus for further information. Guests must notify the office upon their departure. Residents must complete and file a Guest Registration Form with Community Management prior to having any guests or visitors in the Community when such guests or visitors are in the Community for a period of at least twenty-four (24) hours.

17. No commercial business can be operated from a home in Walden Woods, and no advertising signs may be erected on the Resident's lot or manufactured home. Babysitting, childcare, handling of scrap metal and animal grooming for compensation are commercial enterprises and are prohibited within the Community. Babysitting, childcare or animal grooming which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community are allowed as are minor home repair that does not require a permit and monitoring of homes during the absence of the Resident; however, if complaints about any such activity are received by Community Management, Management reserves the right, in its sole and exclusive discretion, to prohibit future performance of the activity by the offending Resident(s). A "business" also includes any commercial enterprise which: (1) is required to be licensed by local or state law; (2) requires traffic from outside the Community to enter for the purpose of dealing with said business; (3) uses any type of sign or advertising on the exterior of the home; (4) includes door-to-door canvassing of Community Residents; (5) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (6) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, renting or other business use.

18. Residents selling their manufactured home cannot guarantee the prospective homeowner a site in the community. All prospective residents must be approved by management prior to moving into Walden Woods.

19. There will be no fences permitted on any lot.

20. Signs. One "For Sale" sign, no larger than 12 inches by 18 inches, is allowed in the inside front home window only. Homes located on corner lots may place the "For Sale" sign in a side window of the home instead of a front window. Exceptions for an alternative location for placement of the "For Sale" sign will be reviewed by Community Management on a case-by-case basis and will only be allowed upon prior written approval of Management. Information on the sign is limited to stating the Home is for sale, and broker's name and telephone number. The "For Sale" sign must be removed within forty-eight (48) hours of the closing of the sale of the Home. No signs of any other kind, including but not limited to political signs, "No Trespassing" signs, and "Beware of Dog" signs, are allowed on the home, in the windows of the home, or on the lot with the exception of an open house sign as referenced below. Signs of any kind are generally prohibited on golf carts as well as any other vehicles in the Community. Logos affixed to Residents' motor

vehicles (not including golf carts) may be permitted on a case-by-case basis; removable temporary or magnetic signs, however, are prohibited. These prohibitions on signs apply to both Residents themselves and to any guests or invitees of Residents, including outside brokers.

21. Garage and/or yard sales are prohibited on Residents' lots. Residents may have a one-day estate sale, not to exceed five (5) hours in duration, only upon prior written approval of Community Management; Community Management will make decisions regarding the allowance of estate sales on a case-by-case basis. Garage or yard sales are prohibited throughout the year, with the exception of the Community-wide garage/yard sale, which will be hosted at least once per year, as determined in the sole discretion of Community Management. Residents are allowed to host open houses, only for the purpose of selling their home, subject to the following restrictions: 1) the open house may only take place on either Saturday or Sunday between the hours of 10:00 a.m. and 2:00 p.m.; 2) only one (1) bandit sign advertising the open house, no larger than 18" x 24", is allowed in the front yard only; no other signs of any kind, including but not limited to signs posted on vehicles or golf carts, are allowed. The sign must be promptly removed once the open house is completed; and 3) All "For Sale" signs must adhere to the requirements for same which are set forth in these Rules and Regulations.

22. Flags. The maximum number of standard flags permitted on any homesite is a total of two (2). Standard flags may be either mounted to the home or carport by a flag pole, or the Resident may make a request to Community Management for an in-ground flag pole. If the Resident's request is granted, there is a maximum of one (1) in-ground flag pole, not to exceed 20 feet (20'), per lot. Standard flags may be up to but no greater than 3½ feet by 5 feet in size. Flags displayed on a flag pole may contain no more than two (2) flags on a single pole. In addition, a maximum of two (2) small garden flags may be placed in the ground in landscaping beds. All flags must be kept in a well-maintained condition and may not be tattered, ripped, or torn. If Community Management determines, in its sole discretion, that a flag needs to be either replaced or removed, then the Resident will be required to either replace or remove the flag as directed and upon reasonable notice by Community Management. In the interest of fostering an atmosphere of inclusion, only the following flags are permitted: 1) any Community of Nations flag, including official U.S. flags; 2) state or provincial flags; 3) military branches; 4) sports teams; and 5) seasonal or holiday flags. The garden flags will be permitted on each homesite in the designated landscaping areas only as long as they are non-political in nature and as long as they are placed in such a way that does not interfere with lawncare services. Any flag which is determined to be harmful or offensive by Community Management in Management's sole discretion may be ordered to be removed immediately.

23. No digging of soil will be permitted without prior consent from the management. All plantings must be approved by management. Owner-tenant must keep all plantings trimmed and in neat order (weeded).

24. Waste and refuse shall not be placed curbside for pickup earlier than 7:00 p.m. of the evening prior to the day of pickup. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection.

25. No one other than those executing the lease agreement shall be allowed to reside upon the premises (lot) set forth in the lease agreement without written consent from the Community Manager. The purchase of your home by those who have not executed a Lease Agreement or obtained written consent from management shall not constitute permission or rights for purchaser(s) to reside within the community. All prospective residents must be approved by management and execute a lease agreement.

26. Loud noises, disorderly conduct, abusive, profane or threatening language, harassment of residents or their guests, and annoying parties shall not be permitted. Residents and their guests shall conduct themselves so as not to interfere with the peaceful enjoyment of the community by its residents.

Residents and their guests shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, guests, occupants, or invitees, or directed at Community Management or Management's agents, employees, or vendors. This rule against abusive or harassing behavior and intimidation or aggression includes any communications, threats, and/or behavior sent or expressed via

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

27. Use of the community facilities are at your own risk. Please be careful.

28. All persons must use poolside shower before entering pool and after applying suntan lotion (oil). No rafts or floats are allowed in the pool. No food or glass containers are allowed in the pool area. Persons wearing swimming attire are not allowed in the clubhouse.

29. Subleasing and Renting. The Home Owner shall not sublease the leased lot without the written consent of Community Owner. Notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels the Community Owner to do so, and the Community Owner in its sole discretion may refuse to allow subletting at any time. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing without Community Owner's written consent shall be void and shall constitute a default by Home Owner. Manufactured Home spaces are not transferable. No sub rental, sub-lease, or occupancy by or through a rental/purchase option of lot by anyone other than the Community Owner is authorized. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of rents shall be deemed a waiver of this provision, or the acceptance of the subtenant or occupant as tenant, or as a release of the Home Owner(s) from further compliance by Home Owner(s) with the rules and regulations. Any consent by Community Owner to a subleasing shall not relieve Home Owner(s) from obtaining written consent from Community Owner for any further subleasing. In the event Home Owner wishes to sublease the Lot and if written permission for subleasing from the Community Owner is obtained, Home Owner hereby grants Community Owner the exclusive right to serve as rental agent for the Community recognizing Community Owner's interest in preserving its ability to monitor residents in the Community, to orient such residents to the rules and regulations of the Community, and to effectively enforce the rules and regulations of the Community. Home Owner must arrange all subleasing through Community Management although, if subleasing is approved in writing by Community Owner, Home Owner may sublease to any person or persons who are qualified to lease a lot within the Community.

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

31. No natural-burning fire pits will be allowed in the Community at any time. Only propane-based fire pits will be permitted, and residents must not leave any fire pit burning unattended.

32. All homes must be power-washed on all four sides, including the skirting, patios, carports, garages, gutters, sheds, driveways, and sidewalks, at least once a year. Additional power-washing may be required at the discretion of Community Management. In the case that additional power-washing is required by Management, the power-washing must be completed within fourteen (14) days of receiving notice regarding same. Power-washing must be completed, and the Community offices must be informed of such completion, by May 1st of each year.

33. Carports are for vehicle parking only and may not be enclosed or converted into any type of living or entertainment space. Carports may only be enclosed up to a maximum of 50% of the total carport area for the purpose of creating a screened lanai or expanding the carport shed only (no other enclosure exceptions are permitted). Enclosing or converting a carport into a lanai is strictly prohibited without written permission from Community Management via an exterior improvement request form. If approval is granted by Community Management after completion and submission of the request form, such lanai must not be more than fifty (50) percent of the carport's length and must not block the driveway or carport from accommodating two (2) vehicles in accordance with these Community Rules and Regulations. Fencing inside the carport is strictly prohibited. All enclosures must be properly permitted as required by applicable local ordinances.

34. All exterior colors and materials used in improving the Home, including paint color, trim, siding, replacement roof materials and roof sealants, must be approved in writing by Community Owner prior to their use on the Home. Failure to obtain written approval of Community Owner prior to use of any exterior colors or materials on the home, including painting of the home, may result in the Home Owner having to repaint the home in a Community Owner-approved color at the Home Owner's sole expense upon sixty (60) days' notice.

35. Each resident is responsible for keeping his or her respective trees, plants, and flower boxes trimmed and attractively maintained. Homesites are to be kept free of dead limbs and weeds and shall not be permitted to become overgrown. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive written approval from Community Management prior to planting. All trees, shrubs and plants on the lot are the property of the Community and are not to be moved by the Home Owner or by other residents. Nonetheless, plants and shrubs planted by the Home Owner may be removed when vacating the lot with Community Management's approval. Sod must be replaced by the Home Owner where planting is removed. Existing trees or shrubs must not be damaged or removed by the Home Owner without prior written permission of the Community Manager. The Home Owner is responsible for any trimming and maintenance and/or removal of any tree and/or shrub located on the mobile home lot. For purposes of this rule, any tree the trunk of which is entirely within the boundary of the Home Owner's lot is considered to be "on the mobile home lot." Any tree the trunk of which is on a boundary line of the 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 mobile home lots) or of the Community Owner (if the trunk is on a boundary line separating the Home Owner's lot from a common area of the Community or from an unoccupied lot). Trees that are the property of the Community (those the trunk of which is located entirely within a common area of the Community) may be trimmed or removed at the sole discretion of Community Management. Dead trees, or trees and shrubs located on the mobile home lot and damaged by high winds, or any other act of God, must be removed by the Home Owner, at Home Owner's expense, within seven (7) days of occurrence of death or damage of the affected tree or shrub. Vegetable gardening is not permitted on any lot. Trees and shrubs must be kept well groomed at all times. The Home Owner must cure any default under this paragraph within two (2) weeks of written notice as provided herein.

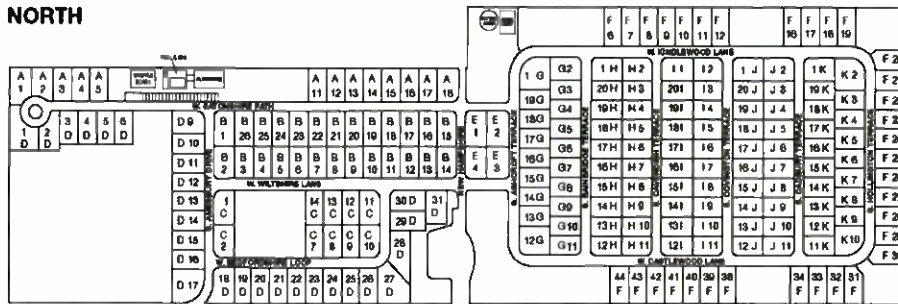
36. Drones – For purposes of this rule a drone is a powered, unmanned, aerial vehicle that (1) uses aerodynamic forces to provide vehicle lift; (2) can fly autonomously or be piloted remotely; and (3) is designed to be recoverable, and is also referred to as an "unmanned aerial vehicle" or an "unmanned aircraft system." Residents, and any guests of Residents, shall not be permitted to fly or use a drone within the Community. Community Management reserves the right to operate its drones within the Community on a limited basis. Community Management will notify Residents in advance of any drone usage for marketing purposes.

37. Community Management reserves the exclusive, unrestricted right to grant exceptions to these rules and regulations 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 and regulations may be granted by the Community Manager 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.

Tenant, by execution of the lease, acknowledges that these Rules and Regulations are a part of the lease. These Rules and Regulations may be amended in accordance with Florida Statutes, Chapter 723.



NORTH



LIMITED



7193 West Walden Woods Dr. • Homosassa, FL 34446
 (352) 382-5704 • www.waldenwoodsFL.com



**WALDEN WOODS
LEASE AGREEMENT**

THIS LEASE made and entered into this ____ day of _____, 20 ____, by GCP WALDEN WOODS ONE, LLC, known as WALDEN WOODS, hereinafter called the "Community" and _____ hereinafter called the "Owner-tenant."

WITNESSETH, that in consideration of the covenants herein contained, on the part of the said Owner-tenant to be kept and performed, the said Community does hereby lease to the said Owner-tenant the following described property: Street: _____ Lot No.: _____.

TO HAVE AND TO HOLD the same from the ____ day of _____, 20 ____, until the 31st day of December, 20 ____, the said Owner-tenant paying the initial monthly base rent of \$ _____ from the beginning of this Lease until the 31st day of December 20 _____. Upon expiration of the current term, this Lease Agreement shall automatically renew for a term not to exceed 12 months. Annual Lot Rental Amount increases for calendar year 20 ____ and subsequent years will be based on the factors set forth in the prospectus. Lease renewals and increases will become effective the first day of January of each year thereafter and will be a part of the Lease Agreement for that year.

Lot Rental Amount will also be increased in calendar years subsequent to the initial year by any increase in real estate or other taxes and assessments by a federal, state or local government. Such increases in taxes and assessments will be based on a prorata computation among all lots in the Community and will be charged to all residents to whom this Lease Agreement is applicable. Except when a shorter notice period is allowed by law, the manufactured home owner shall be notified of the increase in Lot Rental Amount at least ninety (90) days prior to the increase. The terms "base rent" and "lot rental amount" are each defined separately in the prospectus.

Lot Rental Amount payments are due on or before the 1st day of each month for that month, at the place designated by the Community.

The Owner-tenant covenants and agrees to the following:

1. To make no unlawful, improper, or offensive use of the property.
2. To comply with the Rules and Regulations of the Community. A copy of said Rules and Regulations has been furnished to the Owner-tenant.
3. That the Lease is governed by Chapter 723, Florida Statutes (Florida Mobile Home Act) as currently in effect at the time of execution of this document, the provisions of which are incorporated herein by reference.
4. Actions by the Owner-tenant which constitute grounds for eviction under Section 723.061, Florida Statutes, shall be a violation of this Lease. Failure of the Community to evict an Owner-tenant for violation of any one of the grounds set forth in Section 723.061, Florida Statutes, or for any grounds provided for in this Lease, shall not waive the right for the Community to consider any subsequent violation of the same grounds, or the violation of any other grounds, a breach of this Lease by Owner-tenant so long as permitted by Chapter 723, Florida Statutes.
5. As provided in the Rules and Regulations, rules and regulations may be modified, eliminated, or additional rules and regulations adopted by the Community upon giving the Owner-tenant notice thereof as required by law. Any such change must be in accordance with Chapter 723, Florida Statutes.
6. This Lease and the privileges contained herein are not assignable, and said Lease is only valid as long as those executing the Lease reside upon the premises as set forth in this Lease, and are in full conformance with all provisions of this Lease and the Community Rules and Regulations, except that a new home owner may assume, in writing, the balance of the annual Lease through December 31 of the year of purchase in accordance with Chapter 723, Florida Statutes.

7. Owner-tenant expressly understands and agrees that, upon execution of this Lease, all prior leases, rental agreements, negotiations, and other agreements between the parties regarding the lot leases are hereby terminated, void, and of no legal force and effect.

8. Storm drainage and street lighting within the Community are included in the base rent and charged in accordance with, and subject to increases as set forth in, the Prospectus. Water and sewage are charged as special use fees included in lot rental amount and are not included in base rent.

9. Other financial obligations of the Owner-tenant, not including user fees, are as follows:

	<u>Fees or Charges</u>
1. <u>Base Rent:</u>	\$ _____ per month
2. <u>Special Use Fees:</u>	
a. <u>Investigation/Credit Check Fee:</u>	\$ _____ Due at the time of application, this one-time charge will cover costs for determining eligibility, including credit worthiness, of any applicant for residency in the Community. This fee will be charged by the Community Owner, as allowed by law, in qualifying a prospective tenant in the Community.
b. <u>Additional Occupant Fee:</u>	\$ _____ Per month for each individual permitted to reside in the home in excess of the limit of 2 persons per unit.
c. <u>Late Payment Fee:</u>	\$ _____ will be charged for any payments not received in full by the fifth day of the month, and an additional fee of \$ _____ will be assessed for any payments not received in full by the fifteenth day of the month.
d. <u>Lease Processing Fee:</u>	\$ _____ will be charged by the Community Owner to cover the cost of work performed by Community Management in preparing the lease and related documents for signature by a prospective purchaser prior to the execution of a lease.
e. <u>NSF Payment Fee:</u>	\$ _____
f. <u>Pet Fee:</u>	\$ _____ Per pet per month.
g. <u>Guest Fee:</u>	\$ _____ Per month for guests remaining in excess of fifteen (15) consecutive days or more than thirty (30) days in one year.
h. <u>Landscape Maintenance and Cleanup Fee:</u>	\$ _____ Per service if management must have the lot weeded, edged or have the shrubs or trees trimmed.

- \$_____ Per service or \$_____ per worker/hour charged for cleanup costs if Tenant(s) fail to keep yard areas clean.
- i. Garbage/Refuse Fee: \$_____ Charge for removing any garbage/refuse not removed as normal garbage/refuse by the waste collection and disposal service.
- j. Vehicle Towing Fee: \$_____ If the Community Owner is required to remove an unauthorized or illegally parked vehicle(s), Tenant will be charged the actual amount charged by the tow truck operator, including any storage charges.
- k. Rule Violation Fee: \$_____ All costs and expenses incurred by Community Owner plus 20% of such costs and expenses or \$_____ per service for any repair, maintenance or service performed by the Community or charge incurred by the Community, which was caused by the tenant's failure or tenant's guest's failure to comply with Community rules. (See Rules).
- l. Taxes or Governmental Assessments: \$_____ All increases in taxes or governmental assessments of any nature required to be paid now or in the future by any governmental entity. Such increases in taxes or assessments shall be in addition to the base rent.
- m. Water and Sewage: Water and sewage are the responsibility of the individual Owner-tenant. The Owner-tenant will be charged for water and sewer for a given month based on individually metered water consumption at rates established by the Florida Public Service Commission.

The fees will be charged and increased as set out in the Prospectus. No services are included in the lot rental amount other than those services stated above.

10. The Community reserves the right to pass on and pass through charges in accordance with the Prospectus and Chapter 723, Florida Statutes.

11. Owner-tenant(s) acknowledge that they have read the foregoing, the Rules and Regulations, and the Prospectus, and that Owner-tenant was offered the foregoing Lease prior to occupancy.

NO WRITTEN RENTAL AGREEMENT WAS INCLUDED WITH THE PROSPECTUS AT THE TIME IT WAS FOUND ADEQUATE BY THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES. THIS WRITTEN RENTAL AGREEMENT IS APPROVED FOR USE WITH PROSPECTIVE HOME OWNERS. IF OFFERED, EXISTING HOME OWNERS MAY ACCEPT THIS WRITTEN RENTAL AGREEMENT AT THEIR OPTION.

We have read and understand this Agreement and agree to the terms set out herein.

WITNESS our hands and seals on the date set out above.

Owner-tenant

Community Representative

Owner-tenant

WALDEN WOODS – GUEST REGISTRATION FORM

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Home Address _____

City, State, and Zip Code _____

Host Community Resident: _____

Address: _____

Dates of visit to Community _____

Children under the age of 15 shall be supervised and shall be accompanied at all times by a resident parent, or legal guardian.

Automobile Information

Guest's Vehicle: Make/Model/Yr. _____

Tag# & State of Issue _____

Pet Information

Are you bringing a pet into the Community? Yes/No Type: Dog Cat Other. Please specify: _____

Has physician determined that animal is necessary for medical reasons as verified by physician: Yes / No

The undersigned warrants and represents that all statements herein are true.

Guest Date

Guest Date

Host Resident Date

Exhibit 24

**PROSPECTUS
FOR
WALDEN WOODS**

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.

PRMZ001479-P4
Original Prospectus Approval Date: 2-2-2001
Last Revision Date: 12-8-2025
Integrated Copy Assembled: 12-9-2025

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I. NAME AND ADDRESS OF COMMUNITY

The name and address or location of the manufactured home community ("Community") is WALDEN WOODS, 7193 W. Walden Woods Drive, Homosassa, Florida 34446.

II. RECEIPT OF NOTICES AND DEMANDS

The name and address of the person authorized to receive notices and demands on the Community Owner's behalf:

Chief Operating Officer
Sun Communities, Inc.
27777 Franklin Road, Suite 300
Southfield, MI 48034

III. COMMUNITY PROPERTY DESCRIPTION

The following is a description of the Community property:

See Attached Exhibit "E-1" for legal description

a.	Number of lots in each phase:	Phase I	36
		Phase II	53
		Phase III	82
		Phase IV (the Estates)	42

The total number of lots in the Community is 213. Additional lots may be developed in the future in additional phases.

b. Approximate size of each lot: sizes vary depending on location in the Community:

Phase I
(36 Lots)

<u>Lot Number</u>	<u>Approximate Dimensions</u>
5,6,7,8,9,10,11,19,24	55' x 85'
12,20,21,22,23	52' x 85'
13,14,15,16,17,18 28,29,30,31,33	55' x 80'
35,36,37	52' x 80'
32,34	60' x 80'

(Phase I - Continued)

1	55' x 85' x 83' x 97'
2	40' x 97' x 106' x 142'

3	40' x 142' x 108' x 90'
4	40' x 90' x 61' x 85'
25	50' x 85'
26	56' x 85'

Phase II
(53 Lots)

<u>Lot Number</u>	<u>Approximate Dimensions</u>
73,74,75,76,176,177,178,179,180,181	52' x 85'
46,47,48,49,50,59,62,63,64,71,82,83,176	55' x 80'
41,53,54,66,67,68,78,79,80,87,88	52' x 80'
58,69,72	60' x 80'
42	98' x 86' x 45' x 80'
43	65' x 83' x 40' x 90'
44	58' x 88' x 40' x 83'
45	40' x 35' x 80' x 40' x 88'
51	65' x 81' x 52' x 80'
52	55' x 37' x 80' x 42' x 81'
56	60' x 27' x 84' x 40' x 80'
57	72' x 80' x 48' x 84'
65	40' x 75' x 80' x 40' x 100'
70	40' x 70' x 80' x 40' x 80'
77	40' x 85' x 64' x 47' x 80'
81	58' x 80'

(Phase II - Continued)

84	62' x 80'
86 (Currently combined with lot #86 to form one double lot but Community Owner may separate lots in the future)	40' x 88' x 76' x 80'

89	52' x 80'
98	65' x 82' x 40' x 80'
182	80' x 85'

Phase III
(82 Lots)

143,146,147,148,149,150,151,152,160,164, 165,166,167,168,169,170,171,172,173,175	55' x 85'
94,99,100,101,102,103,104,105,106,107, 111,112,113,114,120,124,144	55' x 80'
90,91,92,93,103,104,105,108,109,110,122,130,134,135, 139,140	52' x 80'
97	65' x 15' x 110' x 40' x 82'
95	60' x 80' x 42' x 82'
96	60' x 97' x 50' x 110'
115,116,117,118,119,121,123,125,126,127,128,129	54' x 80'
131, 132	60' x 90'
133	67' x 80'
136	65' x 80'
137,138	60' x 80'
141	61' x 80'
153	48' x 85' x 140' x 135'
154	48' x 135' x 140' x 85'
155,158,159,160,161,162	52' x 85'
163	40' x 87' x 105' x 115' x 86'

Phase IV - The Estates
(42 Lots)

<u>Lot Number</u>	<u>Approximate Dimensions</u>
183,184,185,186,187,217	72' x 88'
190,191,203,204,205 195,196, 197,200,201,202,	70' x 87'

209,210,211,214,215,216	72' x 97'
198,199,212,213	82' x 97'
194,192,206,208	65' x 118'
193,207	64' x 118'
156	80' x 98'
157	75' x 98'
188	79' x 106' x 10' x 126' x 42'
189	126' x 137' x 88' x 67'
218	88' x 98' x 88' x 67'
219	88' x 83' x 15' x 114' x 43'
220	114' x 119' x 83' x 43'
221	83' x 73' x 88' x 75'
222	88' x 85'

c. Setback requirements and minimum separation distance between manufactured homes as currently required by law: 15' between homes; 10' from street; 10' from rear lot line; and 7 1/2 from side lot line.

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, any such requirements may be modified or replaced. No representation is made as to the interpretation of the setback and separation requirements set out above, nor as to the continuing applicability of such requirements after the Filing Date (the date this prospectus was filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes). Prospective manufactured home owners in the Community are advised to inquire with the above-referenced authorities with respect to these matters.

d. Maximum number of lots that will use shared facilities of the Community when fully developed: 600.

IV. RECREATIONAL AND COMMON FACILITIES

A description of the recreational and other common facilities, if any, that will be used by the manufactured home owners follows:

The number of buildings:	one
Building (name):	Clubhouse
a. Each room thereof:	Kitchen, manager's office, billiards room, card room, recreational hall, library, and restrooms.
b. Intended purposes:	Activity and meeting center for home owners and management
c. Location:	Near the entrance to the community 2,800 square feet

- d. Approximate floor area: Approximately 300
- e. Days and hours of operation: 10:00 a.m. to 10:00 p.m. daily and at other hours upon special request and manager approval.

The Community has one swimming pool:

- a. Swimming Pool Location: The pool is located next to the Clubhouse.
- b. Approximate size: 20 ft. x 40 ft.
- c. Depth: 3 ½ ft. up to 6 ½ ft.
- d. Approximate deck size; 1,600 square feet
- e. Capacity: 27 persons
- f. The pool may be heated to a temperature determined in the sole discretion of management.
- g. Days and hours of operation: one half-hour after sunrise to one half-hour before sunset daily and at other hours upon special request and manager approval. Pool regulations and hours are posted. The pool may be restricted at certain times for exercise class or other group activities. The pool areas are for the use of home owners and their guests only. The pool has no lifeguard. Anyone using the pool does so at their own risk! Please do not swim alone.

Permanent improvements which will serve the manufactured home owners are: 1) 4 shuffleboard courts located near the Clubhouse; and 2) a horseshoe pit located between lots 37 and 41. The shuffleboard courts have a capacity of 16 persons (4 per court). The Community also has access to a sewer treatment plant on the property which provides sewage treatment to the Community. Shuffleboard courts and the horseshoe pit are available for use by the manufactured home owners daily from 10:00 a.m. until 10:00 p.m., unless extended by special request and manager approval.

Items of personal property available for use by the manufactured home owners are located in the following rooms and described as follows:

Billiard Room	2 - Billiard Tables 6 - Cues and Rack 1 - Etager/Rack
Card Room	3 - Game Tables 12 - Game Chairs
Recreation Hall	2 - Wooden Park Benches 144 - Metal Folding Chairs 18 - 6 foot tables 1 - Refrigerator/Freezer 2 - 60" Big Screen TVs Brighthouse TV Equipment/Dish
Library	3 - Upholstered Chairs 3 - Tables 8 - Book Shelf Units

2 - Wall Prints

Shuffle Court
16 - Shuffle Sticks
4 - Shuffle disk sets
8 - Shuffle court benches
2 - Outdoor Tables
4 - Outdoor Chairs
2 - Table Umbrellas

The swimming pool has the following items of personal property: solar pool cover, pool furniture.

Management has no obligation to replace or repair any of the foregoing personal property. The manufactured home owners and their guests use the foregoing personal property at their own risk.

Only registered guests are permitted to use the recreational facilities. Manufactured home owners are responsible for the safety and conduct of their guests. Visiting children must be accompanied by a person age 18 or over when using the recreational facilities of the Community. Management shall have final say on use of the facilities in case of a dispute.

All facilities described in this Section IV have been installed before the effective date of this Prospectus. The Community Owner reserves the right from time to time to alter or change any of the foregoing recreational facilities by the removal, relocation, or alteration, of all existing facilities or the construction of new facilities. The hours and rules for the use of all facilities may be changed from time to time by giving home owners at least ninety days notice.

Additionally, the Community Owner also reserves the right from time to time to use any or all the recreational facilities and to allow its staff, guests, and licensees to use such facilities for such activities as the Community Owner deems proper. However, the Community Owner will make a good faith effort not to schedule in such a way that would conflict with an activity previously scheduled by the manufactured home owners.

The Community Owner may, from time to time, close the foregoing facilities on a temporary basis for the purposes of maintenance, alteration, improvements, or any other reasonable purpose. One or more of the above facilities may become unavailable in the event of natural or man-made disaster, including fire, flood, storm, earthquake, war, civil disturbance, or any other circumstances reasonably beyond the control of the Community Owner or the party providing such facility, including, strike, repair, replacement or theft of equipment and intervention by governmental authority. Damage or destruction of the foregoing facilities shall not cause the lot rent to abate.

All persons who enter or live in the Community do so at their own risk. The Community and management absolve themselves from all liability or responsibility pertaining to loss by accident, property damage, fire, theft, or any other loss whatsoever.

Manufactured home owners and guests avail themselves of the foregoing facilities at their own risk. Manufactured home owners are responsible for damages caused by their family and guests and agree to hold the Community Owner and its agents harmless from any such damage claims.

V. COMMUNITY MANAGEMENT AND MAINTENANCE

Management of the community and maintenance and operation thereof is provided by the community manager. The community manager's office is located in the management office at the clubhouse, and has posted days and hours of operation. All questions and problems concerning community operation should be directed to the community manager.

VI. MANUFACTURED HOME OWNER REQUIRED IMPROVEMENTS

Improvements, whether temporary or permanent, which are required to be installed by the manufactured home owner as a condition of his/her occupancy in the community are: Brick skirting, attached utility shed, carport, concrete or paver driveway, concrete or paver patio, irrigation, fully sodded lawn, and concrete steps, all of which are to be consistent with current improvements in the community. Each manufactured home owner is required to maintain those improvements in good and clean condition. All additions or changes to the original manufactured home and its exterior aluminum and concrete package must have prior written approval from management (this is to maintain uniformity of the community).

The Community Owner does not maintain a manufactured home owner's lawn, trees and shrubs, or premises in any manner. The Community Owner will not be liable for damage to manufactured home owner's manufactured home or other property as a result of falling trees, limbs, or other debris. The manufactured home owner will be subject to payment of the costs of lawn maintenance or tree and shrub trimming, and/or removal if necessary (which, in that event, would be included in the lot rental amount as an additional charge) and eviction if the manufactured home owner fails to maintain his/her lot and home within the standards set forth in the Community Rules and Regulations.

At any time, regardless of whether a manufactured home is being sold or not, in order to maintain the quality of the community, the Community Owner may require removal from the Community of any manufactured home that is not or can not be maintained to meet the Community's established standards. The "established standards" require that the lot must be clean and well landscaped and the exterior of the home must appear neat, clean, and free of rust, chipping paint, and similar conditions indicating poor maintenance.

VII. UTILITIES AND OTHER SERVICES

Utilities, sewage and waste disposal, cable television, water supply, storm drainage, and the person or entity furnishing each will be provided as follows:

Water and Sewage: Water and sewage disposal are currently provided by the Community Owner through a water well and waste water treatment plant. Charges for water and sewer services are assessed to each home owner as separate lot rental amount fees based on water consumption as determined by a water meter installed on the Home Owner's lot, at rates established by the Florida Public Service Commission (PSC). In the event that a municipality, other government or agency thereof, private utility company, or any entity providing water and sewage disposal service ("Other Supplier") supplies water and sewage disposal service directly to the manufactured homeowners, the manufactured homeowners shall be responsible for and pay for monthly usage fees and other fees, including any connection, impact or tap fees, all as established by the Other Supplier. Responsibility for water and sewage lines in the Community up to the lot line only is the responsibility of the Community Owner. The in-ground connection and the lines for water and sewage inside the manufactured homeowner's lot line are the manufactured homeowner's responsibility.

Waste Disposal: Waste disposal is collected curbside and provided by Advanced Disposal, a third party waste disposal service provider, or another local provider of Resident's choosing. The fee for such waste disposal by a third party will be a matter of contract between the manufactured home owner and the waste disposal company (any increases in waste disposal fee will be as a result of that company raising its rates and will be the responsibility of the manufactured home owner). The fee for waste disposal is included within the lot rental amount but is not included in the base rent.

Cable Television: Cable TV service is available from various providers. The fee for such service is a matter of contract between the manufactured home owner and the cable TV company (any increases in the cable TV fees will be as a result of that company raising its rates and will be the responsibility of the manufactured home owner). The fee for this service is not included in the lot rental amount.

Storm Drainage: Storm drainage is provided and maintained by the Community through a system of in-ground drainage systems, together with natural run-off. Presently, storm drainage is included in the base rent. However, should

any assessment by a governmental agency be imposed, that assessment or fee will be the responsibility of the manufactured home owner on a pro-rata basis.

Electricity: Electric power is provided by Withlacoochee River Electric Co-op, Inc. Electric usage is billed directly to the manufactured home owner and is the manufactured home owner's sole responsibility. The electric company is responsible for the electric lines to the meter, including the meter. The main breaker, electrical lines to the manufactured home from the meter or any other connection outside the manufactured home, including utility shed connections and outside receptacles, are the manufactured home owner's responsibility. A light may be installed in the future on individual lots at the time of home purchase if the Community decides to do so, and in that event the manufactured homeowner on the lot upon which the light is situated shall be responsible for electricity used and maintenance of the light. The fee for electricity is not included within the lot rental amount.

Street Lighting: Street lighting is provided by Withlacoochee River Electric Co-op, Inc. Maintenance of these street lights is the responsibility of the electric company. The cost of street lighting is billed to the community in lump sum and is included in the base rent portion of the monthly lot rental amount.

Changes in Utilities and Other Services: The description of the utilities and other services at the Community set forth above reflect the manner in which such services are provided and charged, as well as the parties responsible for the maintenance of the facilities necessary to provide such services, as of the filing date of this Prospectus. The Community Owner reserves the right, upon ninety (90) days prior written notice to each affected manufactured home owner in the Community, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and /or maintained by the Community, 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 manufactured home owners within the Community may be billed separately for utilities or services that are billed to the Community as of the filing date and/or may be responsible for maintenance of utility facilities that are currently the responsibility of the Community as of the filing date of this Prospectus.

VIII. LOT RENTAL AMOUNT

A. DEFINITIONS

1. The term "base rent" is defined as part of the lot rental amount, but excludes user fees, pass-ons, pass-throughs, and other fees and charges set out herein.

2. The term "lot rental amount" means all financial obligations except user fees which are required as a condition of the tenancy. The homeowner will be notified ninety (90) days in advance of any increase in the lot rental amount.

3. The term "pass-through charge" means the manufactured home owner's proportionate share of the necessary and actual costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact of hookup fees incurred for capital improvements required for public or private regulated utilities.

4. The term "user fees" means those amounts charged in addition to the lot rental amount for non-essential optional services provided by or through the Community Owner to the manufactured home owner under a separate written agreement between the manufactured home owner and the person furnishing the optional service or services.

5. The term "manufactured homes" includes mobile homes as defined and used in Florida Statutes, Chapter 723.

6. The term "Community" includes Park as defined and used in Florida Statutes, Chapter 723.

Chapter 723. 7. The term "Community Owner" includes Park Owner as defined and used in Florida Statutes,

B. BASE RENT

The base rent for your lot beginning at the time stated in the attached lease is \$_____ per month.

C. INCREASES IN BASE RENT

Annual monthly base rental increases for calendar years subsequent to the initial year will be based on no less than \$7.00 or the increases in the Consumer Price Index (as determined by the U.S. Government at the nearest reporting period prior to the rent increase notice), whichever is greater, and the increase in taxes or assessments, as below described. The Consumer Price Index is defined as the United States Department of Labor Consumer Price Index, U.S. City Average, All Urban Consumers, 1967 equals 100, or should such Consumer Price Index be discontinued by the U.S. Department of Labor, such other index that measures the cost of living and is reasonably related to this Consumer Price Index ("CPI"). Base rent will also be increased in calendar years subsequent to the initial year by any increase in real estate or other taxes and assessments, ad valorem and non ad valorem, by a federal, state, or local, government. Such increases in taxes or assessments will be based on a prorata computation among all lots in the Community and will be charged to all manufactured home owners to whom this prospectus is applicable. Lease renewals will become effective the first day of January of each year thereafter in accordance with the lease. The manufactured home owner shall be notified of the increase in the base rent at least ninety (90) days prior to the increase.

D. DIFFERENT BASE RENTS

Different base rents for lots within the Community can be charged in the sole discretion of the Community Owner.

E. RESALE, ASSUMPTION

The Community Owner may increase the base rent to be paid by a resale buyer of a manufactured home in the Community upon the expiration of the assumed rental agreement (December 31) without regard to other lot rental amounts in an amount deemed appropriate by the Community Owner so long as such increase is disclosed to the purchaser prior to his occupancy, and the purchaser agrees to the increase in writing. The Community Owner intends on using the factors as set out in VIII(G) in arriving at the base rate for a purchaser for the January 1st after the purchase. Thereafter, until a new sale is made, base rent will be increased as set out in VIII(C) above. The manufactured home owner shall be notified of the increase in base rent at least ninety (90) days prior to the increase.

F. OTHER FEES CHARGED TO HOME OWNER

Other fees, charges, or assessments that the home owner is responsible for are:

(1) Lot and lawn maintenance is the responsibility of the individual manufactured home owner. In the event that lawn maintenance is not performed by the individual manufactured home owner, the Community Owner may maintain such lot and the manufactured home owner shall be responsible for the cost to the manufactured home community of maintaining the lot and lawn. That cost is currently \$_____ per cutting.

(2) Water and sewage are the responsibility of the individual manufactured home owner as described herein. The manufactured home owner will be charged for water and sewer for a given month based on individually metered water consumption at rates established by the Florida Public Service Commission.

(3) Tree trimming and/or removal is the responsibility of the individual manufactured home owner if that tree is located on the leased lot. Trees will not be trimmed or removed without the management's written permission. If the manufactured home owner refuses to trim and/or remove the tree, then the Community Owner may

do so and bill the manufactured home owner the amount of services in the following month's rent. The charge for tree trimming and/or removal is \$ _____.

(4) A late fee of \$ _____ will be charged for any payments not received in full by the fifth day of the month, and an additional fee of \$ _____ will be assessed for any payments not received in full by the fifteenth day of the month.

(5) An NSF payment fee of \$ _____ will be charged for any payments returned for insufficient funds.

(6) A lease processing fee of \$ _____ will be charged by the Community Owner to cover the cost of work performed by Community Management in preparing the lease and related documents for signature by a prospective purchaser prior to the execution of a lease.

(7) The manufactured home owner shall pay an extra resident fee of \$ _____ per person per month for guest visiting beyond fifteen consecutive days or more than thirty total days per year.

(8) The manufactured home owner will be charged a debris removal fee if the manufactured home owner refuses, or for any other reason is unable, to comply with that Section. The charge for that service is \$ billed amount.

(9) The manufactured home owner shall also be responsible for governmental assessments, fees, surcharges, and charges in accordance with Section VIII(J). Such taxes and/or assessments shall be allocated equally among all lots and shall be billed annually to the manufactured home owner.

G. FACTORS USED TO INCREASE LOT RENTAL AMOUNT (EXCLUDING BASE RENT EXCEPT AS DESCRIBED IN VII(E)).

Fees, charges, and other costs to the manufactured home owner will be charged or increased, as the case may be, as a result of increased costs to the Community Owner attributable to increases in utility rates and usage, tap-in fee requirement(s) into a utility system, fluctuation in property value, property taxes, and increases in city, county, state, or federal, governmental assessments, costs of living increases (cost of living increases are defined as the increases in the Consumer Price Index as defined in Section VIII(C)) allocated to services provided by or on behalf of the Community Owner; repair, maintenance, management, construction, and future market and economic conditions. (Base rent set out in Paragraph B will be increased in accordance with Paragraphs C and E.) The manufactured home owner shall be notified of the increase in lot rental amount at least ninety (90) days prior to the increase.

Prevailing "market conditions" is intended to refer to those other charges in comparable communities, rents, or charges willing paid from time to time by home owners of such communities and this community. For this purpose, a community will be deemed comparable if it is located in Citrus County, Florida, or adjacent counties, and offers similar densities, amenities, and services.

Prevailing "economic conditions" is intended to refer to cost of operation and to those other factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the base rental and other charges or increases in amounts thereof. These factors include:

a. The costs attendant to the replacement of the Community in the economic environment existing at the time of the establishment of a charge or an increase, including without limitation, land acquisition costs, construction costs, and losses associated with the operation of the Community prior to full capacity, and the level at which the lot rental must be established in order that the Community Owner will realize a reasonable ("reasonable" is defined as not being capricious, arbitrary, and inconsistent with Chapter 723, Florida Statutes) rate of return on the cost referred to in this clause;

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

c. The availability of alternative forms of real estate investments which, absent the charge or increase in question, might reasonably be expected to yield a greater rate on investment capital;

d. The levels of the U.S. Department of Labor Consumer Price Index measuring the value of the U. S. dollar (defined as the United States Department of Labor Consumer Price Index, U.S. City Average, All Urban Consumers, 1967 equal 100, or should such Consumer Price Index be discontinued by the U.S. Department of Labor, such other index that measures the cost of living and is reasonably related to this Consumer Price Index); and

e. A reasonable rate of return on the market value of the property. An increase in one or more of the above factors may result in an increase in the lot rental amount to the manufactured home owner.

H. PASS-THROUGH CHARGES

The mobile home owner may be responsible for pass-through charges, which are the manufactured 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, connection or hookup fees incurred for capital improvements required for public or private utilities. "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the Community 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 Community.

Any waiver of these charges by the Community Owner in a given year does not waive the Community Owner's right to charge for subsequent years.

I. PASS-ON CHARGES

No charge may be collected that results in payment of money for sums previously collected as part of the lot rental amount. The provisions hereof notwithstanding, the Community Owner reserves the right to pass on, at any time during the term of the lot rental agreement, ad valorem property taxes, non-ad valorem assessments, and utility charges, or increases of any of these, provided that the ad valorem property taxes, non-ad valorem assessments and the utility charges are not otherwise being collected in the remainder of the lot rental amount, and provided further that the passing on of such ad valorem taxes, non-ad valorem assessments, or utility charges, or increases of any of these, was disclosed prior to tenancy, was being passed on as a matter of custom between the Community Owner and the manufactured home owner, or such passing on was authorized by law. Such ad valorem taxes, non-ad valorem assessments, and utility charges shall be a part of the lot rental amount as defined herein.

Any waiver of these charges by the Community Owner in a given year does not waive the Community Owner's right to charge for subsequent years.

J. GOVERNMENTAL ASSESSMENTS, FEES, SURCHARGES AND CHARGES

The Community Owner reserves the right to pass on any non-ad valorem taxes, utility charges, fees, surcharges, assessments, or increases of these which are assessed or mandated by any city, county, or state government or agency. This pass on amount shall be a part of the lot rental amount as defined herein. Any pass on charges resulting from this paragraph will be allocated equally among all lots and billed annually to the manufactured home owner.

Any waiver of these charges by the Community Owner in a given year does not waive the Community Owner's right to charge for subsequent years.

K. DESTRUCTION OF MANUFACTURED HOME

If a manufactured home is substantially destroyed by fire or storm, the manufactured home owner shall promptly remove all debris from the lot and take all other action required to render the lot fully tenantable for another manufactured home. If the manufactured home owner fails to do this within thirty (30) days after demand by the Community, the Community shall have the right to remove such debris and to charge the manufactured home owner the reasonable cost thereof. Damage to or destruction of a manufactured home shall not cause rent to abate.

IX. USER FEES

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

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

User fees will be increased based upon the factors which are considered for increases in fees, charges, and other costs set out in Section VIII(G) of this Prospectus. Notice of an increase or change in user fees will be provided to the manufactured home owner five (5) days prior to the increase. Notice of increase will be given by posting a notice at the clubhouse, or at the manager's office, or personal delivery, or by U.S. Mail. Notice by U.S. Mail shall be deemed effective upon delivery to the Post Office.

The Community as of the delivery date of this Prospectus does not provide non-essential or optional services, and does not charge or levy user fees but reserves the right to do so. To the extent it does so in the future, Exhibit E-5 will be the form of the user fee agreement.

The costs of all other services required by the home owner are solely the home owner's responsibility. Any new services not presently provided which might in the future be provided to home owners shall be the subject of a user fee and a separate agreement.

X. COMMUNITY RULES AND REGULATIONS

The community rules and regulations are set out in Exhibit E-3 and are incorporated herein by reference. The Community Owner can refuse to accept a prospective home buyer who does not meet the qualifications for residency required by the management in the Rules and Regulations. If a purchaser of a manufactured home in the Community fails to qualify and to obtain approval to become a tenant in accordance with the Rules and Regulations, that shall be a ground for eviction.

Community Rules and Regulations shall be set, changed, or promulgated in the following manner:

a. Current Community Rules and Regulations in effect governing manufactured home owners' behavior, guest procedures, times for using recreational facilities, and any other rules are as set forth in the exhibit attached to this Prospectus.

b. Rules and Regulations changes, and adoption of new community Rules and Regulations will be made in accordance with Florida Statutes, Chapter 723.

XI. ZONING CLASSIFICATION

Existing zoning classification of the community property is PRD, Planned Residential Development. The permitted uses under such classification are: a. Rental manufactured home community.

XII. ZONING

The nature and type of zoning under which the manufactured home community operates and the name of the zoning authority which has jurisdiction over the land comprising the manufactured home community are: PRD, Planned Residential Development, rental manufactured home community; Citrus County Board of County Commissioners.

XIII. EXHIBITS

Exhibits to this Prospectus include:

- a. Legal Description. Exhibit E-1.
- b. A copy of the manufactured home community layout showing the location of the recreation areas and other common areas. Exhibit E-2.
- c. A copy of the lease agreement to be offered for rental of manufactured home lots. Exhibit E-3.
- d. A copy of the Rules and Regulations of the Community. Exhibit E-4.
- e. A copy of the User Fee Agreement. Exhibit E-5.
- f. A copy of the Guest Registration Form. Exhibit E-6

The Park reserves the right to amend this Prospectus or any exhibits thereto from time to time to the extent permitted or required by law, including but not limited to changes in relevant statutory provisions and changes in relevant rules of the Department of Business and Professional Regulation or any other agency having jurisdiction over the operation of this Park.

This Prospectus was deemed by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation to be adequate to meet the requirements of Chapter 723, Florida Statutes on February 2, 2001. The identification number assigned by the Division is PRMZ001479-P40962. The lot number to be occupied is _____.

EXHIBIT "E-1"

The Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 20 South, Range 18 East.

AND

The South 330 feet of that part of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 20 South, Range 17 East, lying East of U. S. Highway No. 19 AND the South 1/2 of the Southwest 1/4 of the Southwest 1/4 AND the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 30, Township 20 South, Range 18 East.

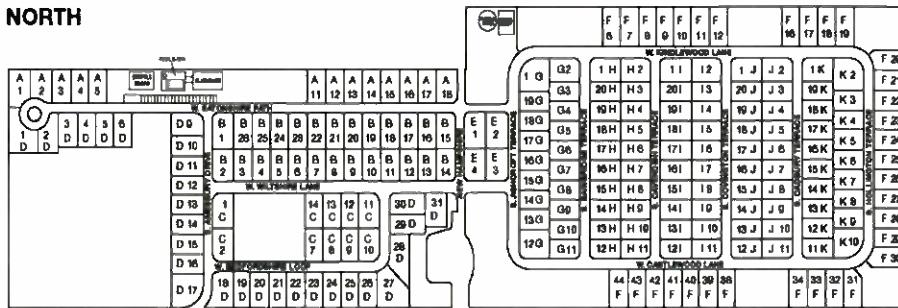
AND

Tract 7 of unrecorded Subdivision, more particularly described as follows: Beginning at the SW corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 30, Township 20 South, Range 18 East, go thence North along the said West line of Section 30 a distance of 660.00 feet; thence South 89°51'45" East, a distance of 1,333.96 feet; thence South 00°05'30" West a distance of 660.0 feet; thence North 89°51'45" West a distance of 1,332.89 feet to the Point of Beginning, less and except the easterly 25.0 feet thereof to be used for Road Right-of-Way purposes.

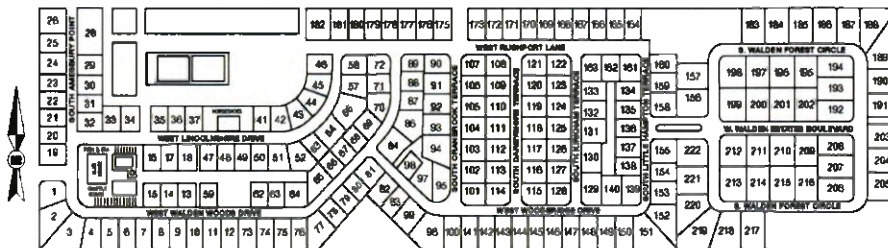
All of the foregoing lying and being situated in Citrus County, Florida.



NORTH



LIMITED



7193 West Walden Woods Dr. • Homosassa, FL 34446
 (352) 382-5704 • www.waldenwoodsFL.com



WALDEN WOODS LEASE AGREEMENT

THIS LEASE made and entered into this ____ day of _____, 20____, by GCP WALDEN WOODS ONE, LLC, known as WALDEN WOODS, hereinafter called the "Community" and _____ hereinafter called the "Owner-tenant."

WITNESSETH, that in consideration of the covenants herein contained, on the part of the said Owner-tenant to be kept and performed, the said Community does hereby lease to the said Owner-tenant the following described property: Street: _____ Lot No.: _____.

TO HAVE AND TO HOLD the same from the ____ day of _____, 20____, until the 31st day of December, 20____, the said Owner-tenant paying the initial monthly base rental of \$_____ from the beginning of this Lease until the 31st day of December 20____. Annual monthly base rental increases for calendar year 20____ and subsequent years will be based on no less than \$7.00 or the increase in the Consumer Price Index (defined as the United States Department of Labor Consumer Price Index, U.S. City Average, All Urban Consumers, 1967 equals 100) ("CPI"), whichever is greater. Lease renewals and increases will become effective the first day of January of each year thereafter and will be a part of the Lease Agreement for that year. Base rent will also be increased in calendar years subsequent to the initial year by any increase in real estate or other taxes and assessments by a federal, state or local government. Such increases in taxes and assessments will be based on a prorata computation among all lots in the Community and will be charged to all residents to whom this Prospectus is applicable. The manufactured home owner shall be notified of the increase in base rent at least ninety (90) days prior to the increase.

Rental payments are due on or before the 1st day of each month for that month, at the place designated by the Community.

The Owner-tenant covenants and agrees to the following:

1. To make no unlawful, improper, or offensive use of the property.
2. To comply with the Rules and Regulations of the Community. A copy of said Rules and Regulations has been furnished to the Owner-tenant.
3. That the Lease is governed by Chapter 723, Florida Statutes (Florida Mobile Home Act) as currently in effect at the time of execution of this document, the provisions of which are incorporated herein by reference.
4. Actions by the Owner-tenant which constitute grounds for eviction under Section 723.061, Florida Statutes, shall be a violation of this Lease. Failure of the Community to evict a tenant for violation of any one of the grounds set forth in Section 723.061, Florida Statutes, or for any grounds provided for in this Lease, shall not waive the right for the Community to consider any subsequent violation of the same grounds, or the violation of any other grounds, a breach of this Lease by Owner-tenant so long as permitted by Chapter 723, Florida Statutes.
5. As provided in the Rules and Regulations, rules and regulations may be modified, eliminated, or additional rules and regulations adopted by the Community upon giving the Owner-tenant notice thereof as required by law. Any such change must be in accordance with Chapter 723, Florida Statutes.
6. This Lease and the privileges contained herein are not assignable, and said Lease is only valid as long as those executing the Lease reside upon the premises as set forth in this Lease, and are in full conformance with all provisions of this Lease and the Community Rules and Regulations, except that a new home owner may assume, in writing, the balance of the annual Lease through December 31 of the year of purchase in accordance with Chapter 723, Florida Statutes.
7. Owner-tenant expressly understands and agrees that, upon execution of this Lease, all prior leases, rental agreement, negotiations, and other agreements between the parties regarding the lot leases are hereby terminated, void, and of no legal force and effect.

8. Storm drainage and street lighting within the Community are included in the base rent and charged in accordance with, and subject to increases as set forth in, the Prospectus. Water and sewage are charged as special use fees included in lot rental amount and are not included in base rent.

9. Other financial obligations of the Owner-tenant, not including user fees, are as follows:

		<u>Fees or Charges</u>
Lot and Lawn Maintenance (not charged unless Owner-tenant fails to maintain lot and lawn)		\$ _____ per cut
Water and Sewer	Water and sewage are the responsibility of the individual manufactured home owner as described herein. The manufactured home owner will be charged for water and sewer for a given month based on individually metered water consumption at rates established by the Florida Public Service Commission.	
Tree Trimming/Removal, Debris Removal (not charged unless Owner-tenant fails to provide services himself)		\$ _____
Late Payment Charge		\$ _____ will be charged for any payments not received in full by the fifth day of the month, and an additional fee of \$ _____ will be assessed for any payments not received in full by the fifteenth day of the month.
NSF Payment Charge		\$ _____
Extra Resident Fee		\$ _____
Lease Processing Fee		\$ _____
Debris Removal	charged in accordance with Section VIII(F) of the Prospectus	\$ _____
Governmental Assessments, Fees, Surcharges, and Charges	charged in accordance with Section VIII(J) of the Prospectus	\$ _____

The fees will be charged and increased as set out in Sections VIII(F) through (J) of the Prospectus. No services are included in the lot rental amount other than those services stated above.

10. The Community reserves the right to pass on and pass through charges in accordance with the Prospectus and Chapter 723, Florida Statutes.

11. Owner-tenant(s) acknowledge that they have read the foregoing, the Rules and Regulations, and the Prospectus, and that Owner-tenant was offered the foregoing Lease prior to occupancy.

We have read and understand this Agreement and agree to the terms set out herein.

WITNESS our hands and seals on the date set out above.

Owner-tenant

Community Representative

Owner-tenant

WALDEN WOODS RULES AND REGULATIONS

For your convenience, security and the pleasant atmosphere associated with gracious manufactured home living, the following rules and regulations are enforced:

1. Applicant for occupancy must be considered desirable and compatible with other occupants of the community. The community is intended and operated to provide housing for the occupancy by older persons. For admission to the community as an occupant, an applicant must be considered desirable, must be compatible with the other occupants of the community, and at least one person in 80% of the total occupied lots must be 55 years of age or older. All other occupants must be at least 40 years of age or older. The Community Owner reserves the right to accept an occupant younger than these requirements who is a handicapped dependent and a member of the occupant's immediate family. Upon application for residency, an applicant must provide copies of birth certificates for each occupant or such other documents, which if presented to the Social Security Administration, would be acceptable to establish age.

At the outset of each even-numbered year, Community Management may request specific information from each Resident to facilitate the completion, compilation, and updating of the Community's census records. This information may encompass, but is not restricted to, the following: 1) the number of individuals residing in the household along with their respective names; 2) evidence demonstrating clear and proper title to the Resident's home; 3) a copy of the Resident's government-issued identification; 4) copies of any death certificates pertaining to either the ownership or occupancy of individuals in the residence; 5) documentation validating ownership and registration, as well as the make, model, and color of any vehicles owned by the Resident to be parked within the Community; and 6) the names and valid contact details (including phone number and email address) of at least one individual who may be reached on behalf of the Resident in the event of an emergency. Should Residents have any inquiries or require information concerning the Community census, they are encouraged to reach out to Community Management.

2. Children are not acceptable in the community, except for visitation of not more than fifteen (15) consecutive days or thirty (30) total days per year. Residents are responsible for the behavior of visiting children. Children up to age 15 must be supervised by a person 18 years of age or older in and around all recreation areas at all times.

3. Residents away for more than two (2) weeks must notify the office in advance as to what arrangements have been made for the necessary grounds care. Management reserves the right to do the necessary work so that the lot will meet the standards of the community. The costs will be charged to the tenant as set forth in the Lease Agreement and the Prospectus.

4. Laundry Lines: No one is permitted to hang towels, rugs, rags, or any wearing apparel on the manufactured home, on or in the carport and/or screen room, awning, storage shed, or on any other appurtenance to the home or fixture on the homesite.

5. Only tenants' cars may be washed in the community. The speed limit shall not exceed 15 miles per hour. No parking of vehicles on lawns or roads. No major repairs or overhaul of cars, boats, etc., is permitted on homesite or roadways. No airboats are permitted. Motorcycles that operate quietly will be permitted in the sole discretion of Management. Mopeds or golf carts must be approved by the Community Manager. Commercial vehicles, campers, travel trailers, boats, etc., shall be kept in the designated areas only if such an area exists. Campers, motor homes, pods or similar storage containers, and boats will be permitted up to 48 hours for loading and unloading. No person may remain overnight or to otherwise reside in the Community in any camper, motor home or similar vehicle. Operators of all motorized vehicles within the Community must have a valid operator's license. Motorcycles, mopeds or motor scooters, if properly licensed, may be operated only as transportation on Community streets via the shortest route in and out of the Community. ATV's, dirtbikes, minibikes, go carts, and any other type of off-road vehicles are strictly prohibited within the Community. All permitted vehicles must have factory-type quiet mufflers which are to be in place while the vehicle is being operated in the Community. Prior to storing, parking and/or driving any motorcycles, mopeds or motor

scooters in the Community, it is the Resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled. Pedestrians, golf carts and bicycles have the right-of-way.

6. Rental rates are for not more than two persons. Each additional permanent resident will be charged a fee per month.

7. The lot rental amount is payable one month in advance on the first day of the month. A late fee will be charged for any payment not received in full by the fifth day of the month, and an additional fee will be charged for any payment not received in full by the fifteenth day of the month.

8. Tenants with street lights are required to keep lights operating during the evening hours.

9. Neither management nor owner shall be liable for accident or injury to life or property through use of recreation facilities, or for loss or damage caused by accident, fire, theft, or act of God to any manufactured home. In the event tenant has called for fire, police, or ambulance, please notify the Community Manager at the same time.

10. Management may evict a tenant or any occupant or prospective tenant or the home itself for any of those grounds as set forth in section 723.061, Florida Statutes.

11. Community Pet and Assistance Animal Rules.

Residents may have two (2) registered "domesticated" pets per household with Management's approval. All pets must be registered with Management before entering the home. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, Staffordshire Terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas, certain bulldog breeds (including pitbulls), wolf breeds and chows as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance] are not permitted in the Community due to their size and/or aggressive natures. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.

Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of pet privileges and/or eviction pursuant to section 723.061, Florida Statutes.

a. Pets are specifically prohibited from the office, from other Community or recreation buildings or facilities, or other Residents' lots.

b. Where required, a current rabies tag must be worn by the pet. Home Owner must have proof that their pets have had all required and updated vaccinations.

c. Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to, lunging, growling, biting and/or barking at Residents or other pets.

d. Residents are required to clean up their pet's defecation on their site and while walking their pet. Residents may not walk their pets on other Residents' lots, vacant lots, or picnic area.

e. When outside, all pets must be kept on a hand-held leash.

f. Pets may not be tied up and left outdoors.

g. Management may require removal of pets that cause excessive noise or disturb other Residents.

- h. "Beware of Dog" signs are not permitted.
- i. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the community.
- j. Feeding of wildlife, including feral cats, is strictly prohibited. Residents are required to notify Community Management if they become aware of the presence of any feral cats or other animals which are or may become a nuisance in the Community. Residents who observe a neighbor feeding feral animals are required to report such activity to Community Management during regular business hours.
- k. Legitimate assistance animals may be accommodated with proof of disability (as defined by the law) and written verification from a health care provider. The Community Manager can provide you with the Service Animal policy and required forms.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents.

12. All homes will have brick skirting, attached utility shed, carport, concrete or paver driveway, concrete or paver patio, irrigation, fully sodded lawn, and concrete steps approved by the management. All additions or changes to the original manufactured home and its exterior aluminum and concrete packages must have prior written approval from the Community Owner. (This is to maintain the uniformity of the Community.)

13. Exterior antennas and satellite dishes which are designed to receive video programming through direct broadcast satellite service or multi-point distribution service or those which are designed to receive over the air broadcast signals from local broadcast television stations are allowed. Satellite dishes shall not exceed 39" in diameter, and over the air antennas shall not extend more than twelve feet above the crest of the roofline. To the extent allowed by federal, state or local law, Management reserves the right to prohibit any specific type of antenna or satellite dish and to regulate the placement of any device. Any other type of antenna must be approved in writing by the Community Owner.

14. Prior to installation of any air conditioning unit, other than central air conditioning as originally installed, the type, size and location on the home must be approved in writing by Community management. No air conditioning unit shall be located in the front window of the manufactured home or front wall of any manufactured home, or any wall facing a street. (This limitation does not apply to window air conditioning units installed prior to the effective date of these Rules and Regulations and previously approved by Community management in writing.) Unless otherwise agreed to by Community management in writing, all homes brought into the Community after [effective date of rule amendment] must have fully operational central heat and air conditioning systems which are installed in accordance with all applicable codes and regulations.

15. All homes must be adequately insured for liability.

16. Residents are at all times responsible for the actions of their guests. Tenants, please advise your guests of the Rules and Regulations. Guests not abiding by the Rules and Regulations will be asked to leave the community. Guests wishing to use the facilities at Walden Woods must, at all times, be accompanied by their host homeowner. In your absence, if guests have your permission to stay in your home, please advise management in advance. On their arrival, please have them come to the manager's office.

All overnight Guests or Guests who will be using Community recreational facilities, must be registered by their Resident host at the office during normal office hours upon or prior to arrival. Guests arriving on weekends or holidays must be registered by their Resident host during office hours on the last business day prior to their Guests' arrival. All Guests having a vehicle must register the vehicle with the Community Manager and receive a vehicle pass. Failure to register a Guest or Guest's vehicle will subject the Guest to immediate removal from the Community. See the Guest Registration Form exhibit to this prospectus for further information. Guests must notify the office upon their

departure. Residents must complete and file a Guest Registration Form with Community Management prior to having any guests or visitors in the Community when such guests or visitors are in the Community for a period of at least twenty-four (24) hours.

17. No commercial business can be operated from a home in Walden Woods, and no advertising signs may be erected on the Resident's lot or manufactured home. Babysitting, childcare, handling of scrap metal and animal grooming for compensation are commercial enterprises and are prohibited within the Community. Babysitting, childcare or animal grooming which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community are allowed as are minor home repair that does not require a permit and monitoring of homes during the absence of the Resident; however, if complaints about any such activity are received by Community Management, Management reserves the right, in its sole and exclusive discretion, to prohibit future performance of the activity by the offending Resident(s). A "business" also includes any commercial enterprise which: (1) is required to be licensed by local or state law; (2) requires traffic from outside the Community to enter for the purpose of dealing with said business; (3) uses any type of sign or advertising on the exterior of the home; (4) includes door-to-door canvassing of Community Residents; (5) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (6) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, renting or other business use.

18. Residents selling their manufactured home cannot guarantee the prospective homeowner a site in the community. All prospective buyers must be approved by management prior to moving into Walden Woods.

19. There will be no fences permitted on any lot.

20. Signs. One "For Sale" sign, no larger than 12 inches by 18 inches, is allowed in the inside front home window only. Homes located on corner lots may place the "For Sale" sign in a side window of the home instead of a front window. Exceptions for an alternative location for placement of the "For Sale" sign will be reviewed by Community Management on a case-by-case basis and will only be allowed upon prior written approval of Management. Information on the sign is limited to stating the Home is for sale, and broker's name and telephone number. The "For Sale" sign must be removed within forty-eight (48) hours of the closing of the sale of the Home. No signs of any other kind, including but not limited to political signs, "No Trespassing" signs, and "Beware of Dog" signs, are allowed on the home, in the windows of the home, or on the lot with the exception of an open house sign as referenced below. Signs of any kind are generally prohibited on golf carts as well as any other vehicles in the Community. Logos affixed to Residents' motor vehicles (not including golf carts) may be permitted on a case-by-case basis; removable temporary or magnetic signs, however, are prohibited. These prohibitions on signs apply to both Residents themselves and to any guests or invitees of Residents, including outside brokers.

21. Garage and/or yard sales are prohibited on Residents' lots. Residents may have a one-day estate sale, not to exceed five (5) hours in duration, only upon prior written approval of Community Management; Community Management will make decisions regarding the allowance of estate sales on a case-by-case basis. Garage or yard sales are prohibited throughout the year, with the exception of the Community-wide garage/yard sale, which will be hosted at least once per year, as determined in the sole discretion of Community Management. Residents are allowed to host open houses, only for the purpose of selling their home, subject to the following restrictions: 1) the open house may only take place on either Saturday or Sunday between the hours of 10:00 a.m. and 2:00 p.m.; 2) only one (1) bandit sign advertising the open house, no larger than 18" x 24", is allowed in the front yard only; no other signs of any kind, including but not limited to signs posted on vehicles or golf carts, are allowed. The sign must be promptly removed once the open house is completed; and 3) All "For Sale" signs must adhere to the requirements for same which are set forth in these Rules and Regulations.

22. Flags. The maximum number of standard flags permitted on any homesite is a total of two (2). Standard flags may be either mounted to the home or carport by a flag pole, or the Resident may make a request to Community Management for an in-ground flag pole. If the Resident's request is granted, there is a maximum of one (1) in-ground flag pole, not to exceed 20 feet (20'), per lot. Standard flags may be up to but no greater than 3½ feet by 5 feet in size. Flags displayed on a flag pole may contain no more than two (2) flags on a single pole. In addition, a maximum

of two (2) small garden flags may be placed in the ground in landscaping beds. All flags must be kept in a well-maintained condition and may not be tattered, ripped, or torn. If Community Management determines, in its sole discretion, that a flag needs to be either replaced or removed, then the Resident will be required to either replace or remove the flag as directed and upon reasonable notice by Community Management. In the interest of fostering an atmosphere of inclusion, only the following flags are permitted: 1) any Community of Nations flag, including official U.S. flags; 2) state or provincial flags; 3) military branches; 4) sports teams; and 5) seasonal or holiday flags. The garden flags will be permitted on each homesite in the designated landscaping areas only as long as they are non-political in nature and as long as they are placed in such a way that does not interfere with lawncare services. Any flag which is determined to be harmful or offensive by Community Management in Management's sole discretion may be ordered to be removed immediately.

23. No digging of soil will be permitted without prior consent from the management. All plantings must be approved by management. Owner-tenant must keep all plantings trimmed and in neat order (weeded).

24. Waste and refuse shall not be placed curbside for pickup earlier than 7:00 p.m. of the evening prior to the day of pickup. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection.

25. No one other than those executing the lease agreement shall be allowed to reside upon the premises (lot) set forth in the lease agreement without written consent from the Community Manager. The purchase of your home by those who have not executed a Lease Agreement or obtained written consent from management shall not constitute permission or rights for purchaser(s) to reside within the community. All prospective residents must be approved by management and execute a lease agreement.

26. Loud noises, disorderly conduct, abusive, profane or threatening language, harassment of residents or their guests, and annoying parties shall not be permitted. Residents and their guests shall conduct themselves so as not to interfere with the peaceful enjoyment of the community by its residents.

27. Use of the community facilities are at your own risk. Please be careful.

28. All persons must use poolside shower before entering pool and after applying suntan lotion (oil). No rafts or floats are allowed in the pool. No food or glass containers are allowed in the pool area. Persons wearing swimming attire are not allowed in the clubhouse.

29. Subleasing and Renting. The Home Owner shall not sublease the leased lot without the written consent of Community Owner. Notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels the Community Owner to do so, and the Community Owner in its sole discretion may refuse to allow subletting at any time. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing without Community Owner's written consent shall be void and shall constitute a default by Home Owner. Manufactured Home spaces are not transferable. No sub rental, sub-lease, or occupancy by or through a rental/purchase option of lot by anyone other than the Community Owner is authorized. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of rents shall be deemed a waiver of this provision, or the acceptance of the subtenant or occupant as tenant, or as a release of the Home Owner(s) from further compliance by Home Owner(s) with the rules and regulations. Any consent by Community Owner to a subleasing shall not relieve Home Owner(s) from obtaining written consent from Community Owner for any further subleasing. In the event Home Owner wishes to sublease the Lot and if written permission for subleasing from the Community Owner is obtained, Home Owner hereby grants Community Owner the exclusive right to serve as rental agent for the Community recognizing Community Owner's interest in preserving its ability to monitor residents in the Community, to orient such residents to the rules and regulations of the Community, and to effectively enforce the rules and regulations of the Community. Home Owner must arrange all subleasing through Community Management although, if subleasing is approved in writing by Community Owner, Home Owner may sublease to any person or persons who are qualified to lease a lot within the Community.

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

31. No natural-burning fire pits will be allowed in the Community at any time. Only propane-based fire pits will be permitted, and residents must not leave any fire pit burning unattended.

32. All homes must be power-washed on all four sides, including the skirting, patios, carports, garages, gutters, sheds, driveways, and sidewalks, at least once a year. Additional power-washing may be required at the discretion of Community Management. In the case that additional power-washing is required by Management, the power-washing must be completed within fourteen (14) days of receiving notice regarding same. Power-washing must be completed, and the Community offices must be informed of such completion, by May 1st of each year.

33. Carports are for vehicle parking only and may not be enclosed or converted into any type of living or entertainment space. Carports may only be enclosed up to a maximum of 50% of the total carport area for the purpose of creating a screened lanai or expanding the carport shed only (no other enclosure exceptions are permitted). Enclosing or converting a carport into a lanai is strictly prohibited without written permission from Community Management via an exterior improvement request form. If approval is granted by Community Management after completion and submission of the request form, such lanai must not be more than fifty (50) percent of the carport's length and must not block the driveway or carport from accommodating two (2) vehicles in accordance with these Community Rules and Regulations. Fencing inside the carport is strictly prohibited. All enclosures must be properly permitted as required by applicable local ordinances.

34. All exterior colors and materials used in improving the Home, including paint color, trim, siding, replacement roof materials and roof sealants, must be approved in writing by Community Owner prior to their use on the Home. Failure to obtain written approval of Community Owner prior to use of any exterior colors or materials on the home, including painting of the home, may result in the Home Owner having to repaint the home in a Community Owner-approved color at the Home Owner's sole expense upon sixty (60) days' notice.

35. Each resident is responsible for keeping his or her respective trees, plants, and flower boxes trimmed and attractively maintained. Homesites are to be kept free of dead limbs and weeds and shall not be permitted to become overgrown. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive written approval from Community Management prior to planting. All trees, shrubs and plants on the lot are the property of the Community and are not to be moved by the Home Owner or by other residents. Nonetheless, plants and shrubs planted by the Home Owner may be removed when vacating the lot with Community Management's approval. Sod must be replaced by the Home Owner where planting is removed. Existing trees or shrubs must not be damaged or removed by the Home Owner without prior written permission of the Community Manager. The Home Owner is responsible for any trimming and maintenance and/or removal of any tree and/or shrub located on the mobile home lot. For purposes of this rule, any tree the trunk of which is entirely within the boundary of the Home Owner's lot is considered to be "on the mobile home lot." Any tree the trunk of which is on a boundary line of the 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 mobile home lots) or of the Community Owner (if the trunk is on a boundary line separating the Home Owner's lot from a common area of the Community or from an unoccupied lot). Trees that are the property of the Community (those the trunk of which is located entirely within a common area of the Community) may be trimmed or removed at the sole discretion of Community Management. Dead trees, or trees and shrubs located on the mobile home lot and damaged by high winds, or any other act of God, must be removed by the Home Owner, at Home Owner's expense, within seven (7) days of occurrence of death or damage of the affected tree or shrub. Vegetable gardening is

not permitted on any lot. Trees and shrubs must be kept well groomed at all times. The Home Owner must cure any default under this paragraph within two (2) weeks of written notice as provided herein.

36. Drones – For purposes of this rule a drone is a powered, unmanned, aerial vehicle that (1) uses aerodynamic forces to provide vehicle lift; (2) can fly autonomously or be piloted remotely; and (3) is designed to be recoverable, and is also referred to as an "unmanned aerial vehicle" or an "unmanned aircraft system." Residents, and any guests of Residents, shall not be permitted to fly or use a drone within the Community. Community Management reserves the right to operate its drones within the Community on a limited basis. Community Management will notify Residents in advance of any drone usage for marketing purposes.

37. Community Management reserves the exclusive, unrestricted right to grant exceptions to these rules and regulations 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 and regulations may be granted by the Community Manager 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.

Tenant, by execution of the lease, acknowledges that these Rules and Regulations are a part of the lease. These Rules and Regulations may be amended in accordance with Florida Statutes, Chapter 723.

**WALDEN WOODS
USER FEE AGREEMENT**

The Community Owner and homeowner, as evidenced by the execution of this Agreement, do hereby agree to the provision of the following described services for a fee as set forth below.

It is understood between the parties that the fee is to be charged for the service rendered and that the fee may be increased in the future upon notice as set out in the Prospectus. The basis for the increase in the fee will be those factors as set out in Section VIII(G) of the Prospectus. Any other user fees will be the subject of a separate agreement.

SERVICE	FEE
_____	\$ _____
_____	_____
Community Owner Agent's Signature	Homeowner's signature
_____	\$ _____
_____	_____
Community Owner Agent's Signature	Homeowner's signature
_____	\$ _____
_____	_____
Community Owner Agent's Signature	Homeowner's signature

WALDEN WOODS – GUEST REGISTRATION FORM

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Home Address _____

City, State, and Zip Code _____

Host Community Resident: _____

Address: _____

Dates of visit to Community _____

Children under the age of 15 shall be supervised and shall be accompanied at all times by a resident parent, or legal guardian.

Automobile Information

Guest's Vehicle: Make/Model/Yr. _____

Tag# & State of Issue _____

Pet Information

Are you bringing a pet into the Community? Yes/No Type: Dog Cat Other. Please specify: _____

Has physician determined that animal is necessary for medical reasons as verified by physician: Yes / No

The undersigned warrants and represents that all statements herein are true.

Guest Date

Guest Date

Host Resident Date

Exhibit 25

**PROSPECTUS
FOR
WALDEN WOODS**

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.

PR9111/PRMZ001479-P5
Original Prospectus Approval Date: 2-12-2014
Last Revision Date: 12-8-2025
Integrated Copy Assembled: 12-9-2025

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I. NAME AND ADDRESS OF COMMUNITY

The name and address or location of the manufactured home community ("Community") is WALDEN WOODS, 7193 W. Walden Woods Drive, Homosassa, Florida 34446.

II. RECEIPT OF NOTICES AND DEMANDS

The name and address of the person authorized to receive notices and demands on the Community Owner's behalf:

Chief Operating Officer
Sun Communities, Inc.
27777 Franklin Road, Suite 300
Southfield, MI 48034

III. COMMUNITY PROPERTY DESCRIPTION

The following is a description of the Community property: See Attached Exhibit "E-1" for Community layout.

a.	Number of lots in each phase:	Phase I	36
		Phase II	53
		Phase III	82
		Phase IV (the Estates)	42

The total number of lots in the Community is 213. Additional lots may be developed in the future in additional phases.

b. Approximate size of each lot: sizes vary depending on location in the Community:

Phase I
(36 Lots)

<u>Lot Number</u>	<u>Approximate Dimensions</u>
5,6,7,8,9,10,11,19,24	55' x 85'
12,20,21,22,23	52' x 85'
13,14,15,16,17,18 28,29,30,31,33	55' x 80'
35,36,37	52' x 80'
32,34	60' x 80'

(Phase I - Continued)

1	55' x 85' x 83' x 97'
2	40' x 97' x 106' x 142'
3	40' x 142' x 108' x 90'

4	40' x 90' x 61' x 85'
25	50' x 85'
26	56' x 85'

Phase II
(53 Lots)

<u>Lot Number</u>	<u>Approximate Dimensions</u>
73,74,75,76,176,177,178,179,180,181	52'x 85'
46,47,48,49,50,59,62,63,64,71,82,83,176	55' x 80'
41,53,54,66,67,68,78,79,80,87,88	52' x 80'
58,69,72	60' x 80'
42	98' x 86' x 45' x 80'
43	65' x 83' x 40' x 90'
44	58' x 88' x 40' x 83'
45	40' x 35' x 80' x 40' x 88'
51	65' x 81' x 52' x 80'
52	55' x 37' x 80' x 42' x 81'
56	60' x 27' x 84' x 40' x 80'
57	72' x 80' x 48' x 84'
65	40' x 75' x 80' x 40' x 100'
70	40' x 70' x 80' x 40' x 80'
77	40' x 85' x 64' x 47' x 80'
81	58' x 80'

(Phase II - Continued)

84	62' x 80'
86 (Currently combined with lot #86 to form one double lot but Community Owner may separate lots in the future)	40' x 88' x 76' x 80'
89	52' x 80'

98	65' x 82' x 40' x 80'
182	80' x 85'

Phase III
(82 Lots)

143,146,147,148,149,150,151,152,160,164, 165,166,167,168,169,170,171,172,173,175	55' x 85'
94,99,100,101,102,103,104,105,106,107, 111,112,113,114,120,124,144	55' x 80'
90,91,92,93,103,104,105,108,109,110,122,130,134,135, 139,140	52' x 80'
97	65' x 15' x 110' x 40' x 82'
95	60' x 80' x 42' x 82'
96	60' x 97' x 50' x 110'
115,116,117,118,119,121,123,125,126,127,128,129	54' x 80'
131, 132	60' x 90'
133	67' x 80'
136	65' x 80'
137,138	60' x 80'
141	61' x 80'
153	48' x 85' x 140' x 135'
154	48' x 135' x 140' x 85'
155,158,159,160,161,162	52' x 85'
163	40' x 87' x 105' x 115' x 86'

Phase IV - The Estates
(42 Lots)

<u>Lot Number</u>	<u>Approximate Dimensions</u>
183,184,185,186,187,217	72' x 88'
190,191,203,204,205 195,196, 197,200,201,202,	70' x 87'
209,210,211,214,215,216	72' x 97'

198,199,212,213	82' x 97'
194,192,206,208	65' x 118'
193,207	64' x 118'
156	80' x 98'
157	75' x 98'
188	79' x 106' x 10' x 126' x 42'
189	126' x 137' x 88' x 67'
218	88' x 98' x 88' x 67'
219	88' x 83' x 15' x 114' x 43'
220	114' x 119' x 83' x 43'
221	83' x 73' x 88' x 75'
222	88' x 85'

c. Setback requirements and minimum separation distance between manufactured homes as currently required by law: 15' between homes; 10' from street; 10' from rear lot line; and 7 ½ from side lot line.

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, any such requirements may be modified or replaced. No representation is made as to the interpretation of the setback and separation requirements set out above, nor as to the continuing applicability of such requirements after the Filing Date (the date this prospectus was filed with the Florida Department of Business and Professional Regulation, Division of Condominiums, Timeshares and Mobile Homes). Prospective manufactured home owners in the Community are advised to inquire with the above-referenced authorities with respect to these matters.

d. Maximum number of lots that will use shared facilities of the Community when fully developed: 600.

IV. RECREATIONAL AND COMMON FACILITIES

A description of the recreational and other common facilities, if any, that will be used by the manufactured home owners follows:

The number of buildings:	one
Building (name):	Clubhouse
a. Each room thereof:	Kitchen, manager's office, billiards room, card room, recreational hall, library, and restrooms.
b. Intended purposes:	Activity and meeting center for home owners and management
c. Location:	Near the entrance to the Community 2,800 square feet

- d. Approximate floor area: Approximately 300 square feet
- e. Days and hours of operation: 10:00 a.m. to 10:00 p.m. daily and at other hours upon special request and manager approval.
- f. Capacity 317 persons

The Community has one swimming pool:

- a. Swimming Pool Location: The pool is located next to the Clubhouse.
- b. Approximate size: 20 ft. x 40 ft.
- c. Depth: 3 ½ ft. up to 6 ½ ft.
- d. Approximate deck size; 1,600 square feet
- e. Capacity: 27 persons
- f. The pool may be heated to a temperature determined in the sole discretion of management.
- g. Days and hours of operation: one half-hour after sunrise to one half-hour before sunset daily and at other hours upon special request and manager approval. The pool may be restricted at certain times for exercise class or other group activities. The pool areas are for the use of home owners and their guests only. The pool has no lifeguard. Anyone using the pool does so at their own risk! Please do not swim alone.

Permanent improvements which will serve the manufactured home owners are: 1) 4 shuffleboard courts located near the Clubhouse; and 2) a horseshoe pit located between lots 37 and 41. The shuffleboard courts have a capacity of 16 persons (4 per court). The Community also has access to a sewer treatment plant on the property which provides sewage treatment to the Community. Shuffleboard courts and the horseshoe pit are available for use by the manufactured home owners daily from 10:00 a.m. until 10:00 p.m., unless extended by special request and manager approval.

Items of personal property available for use by the manufactured home owners are located in the following rooms and described as follows:

Billiard Room	2 - Billiard Tables 6 - Cues and Rack 1 - Etager/Rack
Card Room	3 - Game Tables 12 - Game Chairs
Recreation Hall	2 - Wooden Park Benches 144 - Metal Folding Chairs 18 - 6 foot tables 1 - Refrigerator/Freezer 2 - 60" Big Screen TVs Brighthouse TV Equipment/Dish

Library	3 - Upholstered Chairs 3 - Tables 8 - Book Shelf Units 2 - Wall Prints
Shuffle Court	16 - Shuffle Sticks 4 - Shuffle disk sets 8 - Shuffle court benches 2 - Outdoor Tables 4 - Outdoor Chairs 2 - Table Umbrellas

The swimming pool has the following items of personal property: solar pool cover, pool furniture.

Management has no obligation to replace or repair any of the foregoing personal property. The manufactured home owners and their guests use the foregoing personal property at their own risk.

Only registered guests are permitted to use the recreational facilities. Manufactured home owners are responsible for the safety and conduct of their guests. Visiting children must be accompanied by a person age 18 or over when using the recreational facilities of the Community. Management shall have final say on use of the facilities in case of a dispute. All facilities described in this Section IV have been installed before the effective date of this Prospectus. The Community Owner reserves the right from time to time to alter or change any of the foregoing recreational facilities by the removal, relocation, or alteration, of all existing facilities or the construction of new facilities. The hours and rules for the use of all facilities may be changed from time to time by giving home owners at least ninety days notice.

Additionally, the Community Owner also reserves the right from time to time to use any or all the recreational facilities and to allow its staff, guests, and licensees to use such facilities for such activities as the Community Owner deems proper. However, the Community Owner will make a good faith effort not to schedule in such a way that would conflict with an activity previously scheduled by the manufactured home owners.

The Community Owner may, from time to time, close the foregoing facilities on a temporary basis for the purposes of maintenance, alteration, improvements, or any other reasonable purpose. One or more of the above facilities may become unavailable in the event of natural or man-made disaster, including fire, flood, storm, earthquake, war, civil disturbance, or any other circumstances reasonably beyond the control of the Community Owner or the party providing such facility, including , strike, repair, replacement or theft of equipment and intervention by governmental authority.

Damage or destruction of the foregoing facilities shall not cause the lot rent to abate.

All persons who enter or live in the Community do so at their own risk. The Community and management absolve themselves from all liability or responsibility pertaining to loss by accident, property damage, fire, theft, or any other loss whatsoever.

Manufactured home owners and guests avail themselves of the foregoing facilities at their own risk. Manufactured home owners are responsible for damages caused by their family and guests and agree to hold the Community Owner and its agents harmless from any such damage claims.

V. COMMUNITY MANAGEMENT AND MAINTENANCE

Management of the community and maintenance and operation thereof is in the community manager. The community manager's office is located in the management office at the clubhouse, and has posted days and hours of operation. All questions and problems concerning community operation should be directed to the community manager.

VI. MANUFACTURED HOME OWNER REQUIRED IMPROVEMENTS

Improvements, whether temporary or permanent, which are required to be installed by the manufactured home owner as a condition of his/her occupancy in the community are: Brick skirting, attached utility shed, carport, concrete or paver driveway, concrete or paver patio, irrigation, fully sodded lawn, and concrete steps, all of which are to be consistent with current improvements in the community. Each manufactured home owner is required to maintain those improvements in good and clean condition. All additions or changes to the original manufactured home and its exterior aluminum and concrete package must have prior written approval from management (this is to maintain uniformity of the community).

The Community Owner does not maintain a manufactured home owner's lawn, trees and shrubs, or premises in any manner. The Community Owner will not be liable for damage to manufactured home owner's manufactured home or other property as a result of falling trees, limbs, or other debris. The manufactured home owner will be subject to payment of the costs of lawn maintenance or tree and shrub trimming, and/or removal if necessary (which, in that event, would be included in the lot rental amount as an additional charge) and eviction if the manufactured home owner fails to maintain his/her lot and home within the standards set forth in the Community Rules and Regulations.

At any time, regardless of whether a manufactured home is being sold or not, in order to maintain the quality of the community, the Community Owner may require removal from the Community of any manufactured home that is not or can not be maintained to meet the Community's established standards. The "established standards" require that the lot must be clean and well landscaped and the exterior of the home must appear neat, clean, and free of rust, chipping paint, and similar conditions indicating poor maintenance.

VII. UTILITIES AND OTHER SERVICES

Utilities, sewage disposal, waste disposal, cable television, water supply, storm drainage, and the person or entity furnishing each will be provided as follows:

Water and Sewage: Water and sewage disposal are currently provided by the Community Owner through a water well and waste water treatment plant. Charges for water and sewer services are assessed to each home owner as separate lot rental amount fees based on water consumption as determined by a water meter installed on the Home Owner's lot, at rates established by the Florida Public Service Commission (PSC). In the event that a municipality, other government or agency thereof, private utility company, or any entity providing water and sewage disposal service ("Other Supplier") supplies water and sewage disposal service directly to the manufactured homeowners, the manufactured homeowners shall be responsible for and pay for monthly usage fees and other fees, including any connection, impact or tap fees, all as established by the Other Supplier. Responsibility for water and sewage lines in the Community up to the lot line only is the responsibility of the Community Owner. The in-ground connection and the lines for water and sewage inside the manufactured homeowner's lot line are the manufactured homeowner's responsibility.

Waste Disposal: Waste disposal is collected curbside and is provided by Advanced Disposal, a third party waste disposal service provider, or another local provider of Resident's choosing. The fee for such third party waste disposal service is a matter of contract between the Home Owner and the waste disposal company, and any increases in waste disposal fee will be as a result of that company raising its rates (which will be the responsibility of the Home Owner). The fee for waste disposal service is not included in the Lot Rental Amount.

Cable Television: Cable TV service is available from various providers and is the responsibility of the individual manufactured home owner. The fee for such service is a matter of contract between the manufactured home owner and the cable TV company (any increases in the cable TV fees will be as a result of that company raising its rates and will be the responsibility of the manufactured home owner). The fee for cable TV is not included within the Lot Rental Amount.

Storm Drainage: Storm drainage is provided and maintained by the Community through a system of in-ground drainage systems within the Community, together with natural run-off. The manufactured home owner's charge for this

service is included in the base rent. However, any assessment, fee or tax which may be imposed by a governmental agency with respect to storm drainage shall be passed on to the manufactured home owners on a pro-rata basis.

Electricity: Electric power is provided by Withlacoochee River Electric Co-op, Inc. Electric usage is billed directly to the manufactured home owner and is the manufactured home owner's sole responsibility. The electric company is responsible for the electric lines to the meter, including the meter. The main breaker, electrical lines to the manufactured home from the meter or any other connection outside the manufactured home, including utility shed connections and outside receptacles, are the manufactured home owner's responsibility. A light may be installed in the future on individual lots at the time of home purchase if the Community decides to do so, and in that event the manufactured homeowner on the lot upon which the light is situated shall be responsible for electricity used and maintenance of the light. The fee for electricity is not included within the lot rental amount.

Street Lighting: Street lighting is provided by Withlacoochee River Electric Co-op, Inc. Maintenance of these street lights is the responsibility of the electric company. The cost of street lighting is billed to the community in lump sum and is included in the base rent portion of the monthly lot rental amount.

Changes in Utilities and Other Services: The description of the utilities and other services at the Community set forth above reflect the manner in which such services are provided and charged, as well as the parties responsible for the maintenance of the facilities necessary to provide such services, as of the filing date of this Prospectus. The Community Owner reserves the right, upon ninety (90) days prior written notice to each affected manufactured home owner in the Community, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Community, 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 manufactured home owners within the Community may be billed separately for utilities or services that are billed to the Community as of the filing date and/or may be responsible for maintenance of utility facilities that are currently the responsibility of the Community as of the filing date of this Prospectus.

VIII. LOT RENTAL AMOUNT

A. DEFINITIONS

1. The term "base rent" is the lump sum amount paid by Home Owner for the use and occupancy of the lot and use of the park's shared (recreational and common area) facilities, if any. Base rent shall not include special use fees, governmental and utility charges, pass through charges, or assessments.

2. The term "lot rental amount" means all financial obligations except user fees which are required as a condition of the tenancy. Except when a shorter notice period is allowed by law, the Home Owner will be notified ninety (90) days in advance of any increase in the lot rental amount.

3. The term "special use fees" means those separately itemized charges in addition to the Base Rent for specific services or privileges. All fees, charges or assessments shall be included in the lot rental amount and shall be due and payable on or before 30 days after the effective date of notice that the fee, charge or assessment has been imposed.

4. The term "governmental and utility charges" means those amounts which represent the Home Owner's share of costs charged to the park owner by any federal, state, regional or local government or utility authority, including "pass through charges." Pass through charges, and ad valorem taxes, non-ad valorem assessments and utility charges ("pass on charges"), or increases of any of these, may be assessed more often than annually and may be assessed even during the initial term of the lot rental agreement. Utility rates may be increased without notice to the Home Owner.

5. The term "pass-through charge" means the mobile home owner's proportionate share of the necessary and actual 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.

6. The term "assessments" means separately itemized charges in addition to the Base Rent (and not included as a governmental or utility charge or pass through charge or otherwise collected as part of the lot rental amount) for specific one-time costs to the park. The assessment will be imposed as set forth in the notice of assessment. All assessments shall be included in the lot rental amount.

7. The term "user fees" means those amounts charged in addition to the lot rental amount for non-essential optional services provided by or through the park owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services.

8. The term "manufactured home" includes mobile homes as defined and used in Chapter 723, Florida Statutes.

9. The term "Community" includes Park as defined and used in Chapter 723, Florida Statutes.

10. The term "Community Owner" includes Park Owner as defined and used in Chapter 723, Florida Statutes.

B. BASE RENT

In consideration for the use of common area facilities and for the use of a place to locate a home, home owner shall pay to the Community Owner in advance on the first day of every month a base rent of \$_____/month without any deduction or offset. If the commencement of the lot rental agreement begins on a day other than the first day of the calendar month, the home owner shall pay only a prorated amount, in the sum of \$_____ for that calendar month, and the prorated amount shall be due upon the commencement of the lot rental agreement. Home owner must pay by check, cashier's check, money order or bank electronic funds transfer. The Community Owner reserves the right to refuse a personal check. The base rent is subject to annual increases after notice from the Community Owner of such increase as required by Chapter 723, Florida Statutes.

C. DIFFERENT BASE RENTS

Different base rents for lots within the Community can be charged in the sole discretion of the Community Owner.

D. RESALE, ASSUMPTION

The Community Owner may increase the base rent to be paid by a resale purchaser buyer of a manufactured home in the Community upon the expiration of the assumed rental agreement (December 31) without regard to other lot rental amounts in an amount deemed appropriate by the Community Owner so long as such increase is disclosed to the purchaser prior to his occupancy, and the resale purchaser agrees to the increase in writing. The Lot Rental Amount for a resale purchaser for the January 1st after the purchase will be an amount not in excess of market rent. Except when a shorter notice period is allowed by law, the manufactured home owner shall be notified of the increase in base rent at least ninety (90) days prior to the increase.

E. OTHER FEES CHARGED TO HOME OWNER

Other fees, charges, or assessments that the home owner is responsible for are:

1. Lot and lawn maintenance is the responsibility of the individual manufactured home owner. In the event that lawn maintenance is not performed by the individual manufactured home owner, the Community Owner

may maintain such lot and the manufactured home owner shall be responsible for the cost to the manufactured home community of maintaining the lot and lawn. That cost is currently \$ _____ per cutting.

2. Water and sewage are the responsibility of the individual manufactured home owner as described herein. The manufactured home owner will be charged for water and sewer for a given month based on individually metered water consumption at rates established by the Florida Public Service Commission.

3. Tree trimming and/or removal is the responsibility of the individual manufactured home owner if that tree is located on the leased lot. Trees will not be trimmed or removed without the management's written permission. If the manufactured home owner refuses to trim and/or remove the tree, then the Community Owner may do so and bill the manufactured home owner the amount of services in the following month's rent. The charge for tree trimming and/or removal is \$ _____.

4. A late fee of \$ _____ will be charged for any payments not received in full by the fifth day of the month, and an additional fee of \$ _____ will be charged for any payments not received in full by the fifteenth day of the month.

5. An NSF payment fee of \$ _____ will be charged for any payments returned for insufficient funds.

6. A lease processing fee of \$ _____ will be charged by the Park Owner to cover the cost of work performed by Park Management in preparing the lease and related documents for signature by a prospective purchaser prior to the execution of a lease.

7. The manufactured home owner shall pay an extra resident fee of \$ _____ per person per month for guests visiting beyond fifteen (15) consecutive days or more than thirty (30) total days per year.

8. The manufactured home owner will be charged a debris removal fee if the manufactured home owner refuses, or for any other reason is unable, to comply with the Community Rules and Regulations regarding waste and refuse disposal. The charge for that service is \$billed amount.

9. The manufactured home owner shall also be responsible for governmental assessments, fees, surcharges, and charges in accordance with Section VIII(I). Such taxes and/or assessments shall be allocated equally among all lots and shall be billed annually to the manufactured home owner.

F. INCREASES IN LOT RENTAL AMOUNT

The manner in which Lot Rental Amount will be increased is as follows:

1. Notice of Increase. Except when a shorter notice period is allowed by law, the Home Owner shall be notified of any increase in the Lot Rental Amount at least 90 days prior to the effective date of such increase. Notice of a rental increase will be deemed "given" when either: (1) hand delivered to the Home Owner; or (2) placed in the U.S. Mail by either Community Owner or its agent.

2. Factors Affecting Increases. Increases in base rent, special use fees or any other fee or charge currently or hereafter comprising a part of the Lot Rental Amount will be based on the factors set forth below:

a. "Increased costs" which refers to any increases experienced by Community Owner since the delivery of notice of the last increase in the Lot Rental Amount in the total costs arising out of the ownership, operation and management of the Community. All present and future operating expenses and other charges of every kind and nature may be taken into account in determining the total costs, and such expenses and charges may include, but are not necessarily limited to: (1) costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal; (2) property taxes and special assessment and levies; (3) insurance premiums; (4) the cost of general repairs;

(5) the cost of janitorial, security, cleaning, window washing and pest control; (6) the cost of redecorating, renovating and landscaping the common facilities or areas in the Community, and of striping, patching and repairing any roadways, vehicular parking areas or storage areas in the Community; (7) the cost of providing heating, ventilating and air-conditioning services to any recreational building or other common area or facility in the Community; (8) reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Community; (9) management fees paid in connection with the operation and management of the Community, including any such fees paid to Community Owner or any affiliate of Community Owner; (10) the cost of capital improvements or major repairs or capitalized expenses made in or for the benefit of the Community, and the funding of any reserves for capital improvements or repairs; and, (11) license fees, permit fees and other fees and charges payable to the State of Florida or any agency or municipality thereof.

b. "Prevailing Market Rent" refers to the Lot Rental Amount imposed in manufactured home communities which are comparable to this Community, or the Lot Rental Amount willingly paid from time to time by new Residents in the Community. A community will be deemed comparable if it is located in the same competitive area as this Community, and offers similar facilities, amenities, services and/or management.

c. "Prevailing Economic Conditions" refers to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessperson in establishing the Lot Rental Amount or any increase in the amount thereof. These factors may include, but are not necessarily limited to: (1) the costs attendant to the replacement of this Community in the economic environment existing at the time of any increase in the Lot Rental Amount, including land acquisition costs, construction costs, and losses associated with the operation of a manufactured home community prior to full occupancy, and the level at which the Lot Rental Amount must be established in order that Community Owner will realize a reasonable rate of return on the costs referred to in this clause; (2) the level at which the Lot Rental Amount must be established in order that Community Owner will realize a reasonable return on the "Owner's Equity;" for this purpose, the "Owner's Equity" refers to the fair market value of the Community from time to time, less the then current existing mortgage indebtedness; (3) the level at which the Lot Rental Amount must be established in order to pay the level of interest rates and other financing charges associated with construction, interim and permanent financing, including the cost of purchase of the property; (4) 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; (5) the levels of the Consumer Price Index, U.S. City Average - All Urban Consumers (1982-84 = 100) and/or any other widely accepted replacement index measuring the relative value of the U.S. dollar; (6) other economic factors which might reasonably be expected to affect either the value of the Community, the rate of return available to the Owner of the Community at the existing level of the Lot Rental Amount, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessperson in considering the amount of Lot Rental Amount increase required in the Community in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Community.

3. Community Owner reserves the right to increase the Lot Rental Amount, upon ninety days notice (or such other shorter notice period if allowed by law), on a date other than the expiration date of the term of the Rental Agreement, when the manner of increase is disclosed in the Prospectus and Rental Agreement, the term of the Rental Agreement exceeded twelve months, and provided that the increase in Lot Rental Amount shall occur no more frequently than annually (except if otherwise allowed by law).

G. PASS-THROUGH CHARGES

The mobile home owner may be responsible for pass-through charges, which 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 utilities. "Proportionate share" for calculating pass through charges is an amount calculated by dividing equally among the affected developed lots in the Community 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 Community.

Any waiver of these charges by the Community Owner in a given year does not waive the Community Owner's right to charge for subsequent years.

H. PASS-ON CHARGES

No charge may be collected that results in payment of money for sums previously collected as part of the lot rental amount. The provisions hereof notwithstanding, the Community Owner reserves the right to pass on, at any time during the term of the lot rental agreement, ad valorem property taxes, non-ad valorem assessments, and utility charges, or increases of any of these ("pass on charges"), provided that the ad valorem property taxes, non-ad valorem assessments, and the utility charges are not otherwise being collected in the remainder of the lot rental amount, and provided further that the passing on of such ad valorem taxes, non-ad valorem assessments, or utility charges, or increases of any of these, was disclosed prior to tenancy, was being passed on as a matter of custom between the Community Owner and the manufactured home owner, or such passing on was authorized by law. Such ad valorem taxes, non-ad valorem assessments, and utility charges shall be a part of the lot rental amount as defined herein.

Any waiver of these charges by the Community Owner in a given year does not waive the Community Owner's right to charge for subsequent years.

I. GOVERNMENTAL ASSESSMENTS, FEES, SURCHARGES AND CHARGES

The Community Owner reserves the right to pass on any non-ad valorem assessments, utility charges, fees, surcharges, assessments, or increases of these which are assessed or mandated by any city, county, or state government or agency. This pass on amount shall be a part of the lot rental amount as defined herein. Any pass on charges resulting from this paragraph will be allocated equally among all lots and billed annually to the manufactured Home Owner.

Any waiver of these charges by the Community Owner in a given year does not waive the Community Owner's right to charge for subsequent years.

J. DESTRUCTION OF MANUFACTURED HOME

If a manufactured home is substantially destroyed by fire or storm, the manufactured home owner shall promptly remove all debris from the lot and take all other action required to render the lot fully tenantable for another manufactured home. If the manufactured home owner fails to do this within thirty (30) days after demand by the Community, the Community shall have the right to remove such debris and to charge the manufactured home owner the reasonable cost thereof. Damage to or destruction of a manufactured home shall not cause lot rental amount to abate.

IX. USER FEES

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

"User fees" are defined in Section VIII(A)(7) above.

User fees will be increased based on increased costs, prevailing market rent, and/or prevailing economic conditions. Notice of an increase or change in user fees will be provided to the manufactured home owner five (5) days prior to the increase. Notice of increase will be given by posting a notice at the clubhouse, or at the manager's office, or personal delivery, or by U.S. Mail. Notice by U.S. Mail shall be deemed effective upon delivery to the Post Office.

The Community as of the delivery date of this Prospectus does not provide non-essential or optional services, and does not charge or levy user fees but reserves the right to do so. To the extent it does so in the future, Exhibit E-4 will be the form of the user fee agreement.

The costs of all other services required by the home owner are solely the home owner's responsibility. Any new services not presently provided which might in the future be provided to home owners shall be the subject of a user fee and a separate agreement.

X. COMMUNITY RULES AND REGULATIONS

The Community Rules and Regulations are set out in Exhibit E-3 and are incorporated herein by reference. The Community Owner can refuse to accept a prospective home buyer who does not meet the qualifications for residency required by the management in the Rules and Regulations. If a purchaser of a manufactured home in the Community fails to qualify and to obtain approval to become a tenant in accordance with the Rules and Regulations, that shall be a grounds for eviction.

Community Rules and Regulations shall be set, changed, or promulgated in the following manner:

- a. Current Community Rules and Regulations in effect governing manufactured home owners' behavior, guest procedures, times for using recreational facilities, and any other rules are as set forth in the exhibit attached to this Prospectus.
- b. Rules and Regulations changes, and adoption of new Community Rules and Regulations will be made in accordance with Chapter 723, Florida Statutes.

XI. ZONING CLASSIFICATION

Existing zoning classification of the community property is PRD, Planned Residential Development. The permitted uses under such classification are: Rental manufactured home Community.

XII. ZONING

The nature and type of zoning under which the manufactured home Community operates and the name of the zoning authority which has jurisdiction over the land comprising the manufactured home Community are: PRD, Planned Residential Development, rental manufactured home community; Citrus County Board of County Commissioners.

XIII. EXHIBITS

Exhibits to this Prospectus include:

- a. A copy of the manufactured home Community layout showing the location of the recreation areas and other common areas. Exhibit E-1.
- b. A copy of the lease agreement to be offered for rental of manufactured home lots. Exhibit E-2.
- c. A copy of the Rules and Regulations of the Community. Exhibit E-3.
- d. A copy of the User Fee Agreement. Exhibit E-4.
- e. A copy of the Guest Registration Form. Exhibit E-5

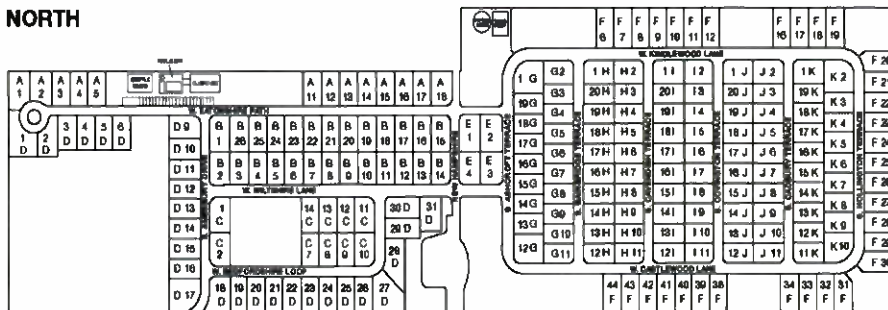
The Community reserves the right to amend this Prospectus or any exhibits thereto from time to time to the extent permitted or required by law, including but not limited to changes in relevant statutory provisions and changes in relevant rules of the Department of Business and Professional Regulation or any other agency having jurisdiction over the operation of this Community.

XIV. EFFECTIVE DATE

This Prospectus was deemed by the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation to be adequate to meet the requirements of Chapter 723, Florida Statutes on February 12, 2014. The identification number assigned by the Division is PRMZ001479-P50962. The lot number to be occupied is _____.



NORTH



LIMITED



7193 West Walden Woods Dr. • Homosassa, FL 34446
 (352) 382-5704 • www.waldenwoodsFL.com



Exhibit E-2

**WALDEN WOODS
LEASE AGREEMENT**

THIS LEASE made and entered into this ____ day of _____, 20____, by GCP WALDEN WOODS ONE, LLC, known as WALDEN WOODS, hereinafter called the "Community" and _____ hereinafter called the "Owner-tenant."

WITNESSETH, that in consideration of the covenants herein contained, on the part of the said Owner-tenant to be kept and performed, the said Community does hereby lease to the said Owner-tenant the following described property: Street: _____ Lot No.: _____.

TO HAVE AND TO HOLD the same from the ____ day of _____, 20____, until the 31st day of December, 20____, the said Owner-tenant paying the initial monthly base rent of \$_____ from the beginning of this Lease until the 31st day of December 20____. Upon expiration of the current term, this Lease Agreement shall automatically renew for a term not to exceed 12 months. Annual base rent increases for calendar year 20____ and subsequent years will be based on the factors set forth in the prospectus. Lease renewals and increases will become effective the first day of January of each year thereafter and will be a part of the Lease Agreement for that year.

Lot Rental Amount will also be increased in calendar years subsequent to the initial year by any increase in real estate or other taxes and assessments by a federal, state or local government. Such increases in taxes and assessments will be based on a prorata computation among all lots in the Community and will be charged to all residents to whom this Lease Agreement is applicable. Except when a shorter notice period is allowed by law, the manufactured home owner shall be notified of the increase in Lot Rental Amount at least ninety (90) days prior to the increase. The terms "base rent" and "lot rental amount" are each defined separately in the prospectus.

Lot Rental Amount payments are due on or before the 1st day of each month for that month, at the place designated by the Community.

The Owner-tenant covenants and agrees to the following:

1. To make no unlawful, improper, or offensive use of the property.
2. To comply with the Rules and Regulations of the Community. A copy of said Rules and Regulations has been furnished to the Owner-tenant.
3. That the Lease is governed by Chapter 723, Florida Statutes (Florida Mobile Home Act) as currently in effect at the time of execution of this document, the provisions of which are incorporated herein by reference.
4. Actions by the Owner-tenant which constitute grounds for eviction under Section 723.061, Florida Statutes, shall be a violation of this Lease. Failure of the Community to evict an Owner-tenant for violation of any one of the grounds set forth in Section 723.061, Florida Statutes, or for any grounds provided for in this Lease, shall not waive the right for the Community to consider any subsequent violation of the same grounds, or the violation of any other grounds, a breach of this Lease by Owner-tenant so long as permitted by Chapter 723, Florida Statutes.
5. As provided in the Rules and Regulations, rules and regulations may be modified, eliminated, or additional rules and regulations adopted by the Community upon giving the Owner-tenant notice thereof as required by law. Any such change must be in accordance with Chapter 723, Florida Statutes.
6. This Lease and the privileges contained herein are not assignable, and said Lease is only valid as long as those executing the Lease reside upon the premises as set forth in this Lease, and are in full conformance with all

provisions of this Lease and the Community Rules and Regulations, except that a new home owner may assume, in writing, the balance of the annual Lease through December 31 of the year of purchase in accordance with Chapter 723, Florida Statutes.

7. Owner-tenant expressly understands and agrees that, upon execution of this Lease, all prior leases, rental agreements, negotiations, and other agreements between the parties regarding the lot leases are hereby terminated, void, and of no legal force and effect.

8. Storm drainage and street lighting within the Community are included in the base rent and charged in accordance with, and subject to increases as set forth in, the Prospectus. Water and sewage are charged as special use fees included in lot rental amount and are not included in base rent.

9. Other financial obligations of the Owner-tenant, not including user fees, are as follows:

		<u>Fees or Charges</u>
Lot and Lawn Maintenance (not charged unless Owner-tenant fails to maintain lot and lawn)		\$ _____ per cut
Water and Sewage	Water and sewage are the responsibility of the individual Owner-tenant. The Owner-tenant will be charged for water and sewer for a given month based on individually metered water consumption at rates established by the Florida Public Service Commission.	
Tree Trimming/Removal, Debris Removal (not charged unless Owner-tenant fails to provide services himself)		\$ _____
Late Payment Charge		\$ _____ will be charged for any payments not received in full by the fifth day of the month, and an additional fee of \$ _____ will be charged for any payments not received in full by the fifteenth day of the month.
NSF Payment Charge		\$ _____
Extra Resident Fee		\$ _____
Lease Processing Fee		\$ _____
Debris Removal	charged in accordance with Section VIII(E) of the Prospectus	\$ _____
Governmental Assessments, Fees, Surcharges, and Charges	charged in accordance with Section VIII(I) of the Prospectus	\$ _____

The fees will be charged and increased as set out in the Prospectus. No services are included in the lot rental amount other than those services stated above.

10. The Community reserves the right to pass on and pass through charges in accordance with the Prospectus and Chapter 723, Florida Statutes.

11. Owner-tenant(s) acknowledge that they have read the foregoing, the Rules and Regulations, and the Prospectus, and that Owner-tenant was offered the foregoing Lease prior to occupancy.

We have read and understand this Agreement and agree to the terms set out herein.

WITNESS our hands and seals on the date set out above.

Owner-tenant

Community Representative

Owner-tenant

WALDEN WOODS RULES AND REGULATIONS

For your convenience, security and the pleasant atmosphere associated with gracious manufactured home living, the following rules and regulations are enforced:

1. Applicant for occupancy must be considered desirable and compatible with other occupants of the community. The community is intended and operated to provide housing for the occupancy by older persons. For admission to the community as an occupant, an applicant must be considered desirable, must be compatible with the other occupants of the community, and at least one person in 80% of the total occupied lots must be 55 years of age or older. All other occupants must be at least 40 years of age or older. The Community Owner reserves the right to accept an occupant younger than these requirements who is a handicapped dependent and a member of the occupant's immediate family. Upon application for residency, an applicant must provide copies of birth certificates for each occupant or such other documents, which if presented to the Social Security Administration, would be acceptable to establish age.

At the outset of each even-numbered year, Community Management may request specific information from each Resident to facilitate the completion, compilation, and updating of the Community's census records. This information may encompass, but is not restricted to, the following: 1) the number of individuals residing in the household along with their respective names; 2) evidence demonstrating clear and proper title to the Resident's home; 3) a copy of the Resident's government-issued identification; 4) copies of any death certificates pertaining to either the ownership or occupancy of individuals in the residence; 5) documentation validating ownership and registration, as well as the make, model, and color of any vehicles owned by the Resident to be parked within the Community; and 6) the names and valid contact details (including phone number and email address) of at least one individual who may be reached on behalf of the Resident in the event of an emergency. Should Residents have any inquiries or require information concerning the Community census, they are encouraged to reach out to Community Management.

2. Children are not acceptable in the community, except for visitation of not more than fifteen (15) consecutive days or thirty (30) total days per year. Residents are responsible for the behavior of visiting children. Children up to age 15 must be supervised by a person 18 years of age or older in and around all recreation areas at all times.

3. Residents away for more than two (2) weeks must notify the office in advance as to what arrangements have been made for the necessary grounds care. Management reserves the right to do the necessary work so that the lot will meet the standards of the community. The costs will be charged to the tenant as set forth in the Lease Agreement and the Prospectus.

4. Laundry Lines: No one is permitted to hang towels, rugs, rags, or any wearing apparel on the manufactured home, on or in the carport and/or screen room, awning, storage shed, or on any other appurtenance to the home or fixture on the homesite.

5. Only tenants' cars may be washed in the community. The speed limit shall not exceed 15 miles per hour. No parking of vehicles on lawns or roads. No major repairs or overhaul of cars, boats, etc., is permitted on homesite or roadways. No airboats are permitted. Motorcycles that operate quietly will be permitted in the sole discretion of Management. Mopeds or golf carts must be approved by the Community Manager. Commercial vehicles, campers, travel trailers, boats, etc., shall be kept in the designated areas only if such an area exists. Campers, motor homes, pods or similar storage containers, and boats will be permitted up to 48 hours for loading and unloading. No person may remain overnight or to otherwise reside in the Community in any camper, motor home or similar vehicle. Operators of all motorized vehicles within the Community must have a valid operator's license. Motorcycles, mopeds or motor scooters, if properly licensed, may be operated only as transportation on Community streets via the shortest route in and out of the Community. ATV's, dirtbikes, minibikes, go carts, and any other type of off-road vehicles are strictly prohibited

within the Community. All permitted vehicles must have factory-type quiet mufflers which are to be in place while the vehicle is being operated in the Community. Prior to storing, parking and/or driving any motorcycles, mopeds or motor scooters in the Community, it is the Resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled. Pedestrians, golf carts and bicycles have the right-of-way.

6. Rental rates are for not more than two persons. Each additional permanent resident will be charged a fee per month.

7. The lot rental amount is payable one month in advance on the first day of the month. A late fee will be charged for any payments not received in full by the fifth day of the month, and an additional fee will be charged for any payments not received in full by the fifteenth day of the month.

8. Tenants with street lights are required to keep lights operating during the evening hours.

9. Neither management nor owner shall be liable for accident or injury to life or property through use of recreation facilities, or for loss or damage caused by accident, fire, theft, or act of God to any manufactured home. In the event tenant has called for fire, police, or ambulance, please notify the Community Manager at the same time.

10. Management may evict a tenant or any occupant or prospective tenant or the home itself for those grounds as set forth in section 723.061, Florida Statutes.

11. Community Pet and Assistance Animal Rules.

Residents may have two (2) registered "domesticated" pets per household with Management's approval. All pets must be registered with Management before entering the home. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, Staffordshire Terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas, certain bulldog breeds (including pitbulls), wolf breeds and chows as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance] are not permitted in the Community due to their size and/or aggressive natures. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.

Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of pet privileges and/or eviction pursuant to section 723.061, Florida Statutes.

a. Pets are specifically prohibited from the office, from other Community or recreation buildings or facilities, or other Residents' lots.

b. Where required, a current rabies tag must be worn by the pet. Home Owner must have proof that their pets have had all required and updated vaccinations.

c. Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to, lunging, growling, biting and/or barking at Residents or other pets.

d. Residents are required to clean up their pet's defecation on their site and while walking their pet. Residents may not walk their pets on other Residents' lots, vacant lots, or picnic area.

e. When outside, all pets must be kept on a hand-held leash.

f. Pets may not be tied up and left outdoors.

g. Management may require removal of pets that cause excessive noise or disturb other Residents.

h. "Beware of Dog" signs are not permitted.

i. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the community.

j. Feeding of wildlife, including feral cats, is strictly prohibited. Residents are required to notify Community Management if they become aware of the presence of any feral cats or other animals which are or may become a nuisance in the Community. Residents who observe a neighbor feeding feral animals are required to report such activity to Community Management during regular business hours.

k. Legitimate assistance animals may be accommodated with proof of disability (as defined by the law) and written verification from a health care provider. The Community Manager can provide you with the Service Animal policy and required forms.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents.

12. All homes will have brick skirting, attached utility shed, carport, concrete or paver driveway, concrete or paver patio, irrigation, fully sodded lawn, and concrete steps approved by the management. All additions or changes to the original manufactured home and its exterior aluminum and concrete packages must have prior written approval from the Community Owner. (This is to maintain the uniformity of the Community.)

13. Exterior antennas and satellite dishes which are designed to receive video programming through direct broadcast satellite service or multi-point distribution service or those which are designed to receive over the air broadcast signals from local broadcast television stations are allowed. Satellite dishes shall not exceed 39" in diameter, and over the air antennas shall not extend more than twelve feet above the crest of the roofline. To the extent allowed by federal, state or local law, Management reserves the right to prohibit any specific type of antenna or satellite dish and to regulate the placement of any device. Any other type of antenna must be approved in writing by the Community Owner.

14. Prior to installation of any air conditioning unit, other than central air conditioning as originally installed, the location on the home must be approved in writing by Community management. No air conditioning unit shall be located in the front window of the manufactured home or front wall of any manufactured home, or any wall facing a street. (This limitation does not apply to window air conditioning units installed prior to the effective date of these Rules and Regulations and previously approved by Community management in writing). Unless otherwise agreed to by Community management in writing, all homes brought into the Community after [effective date of rule amendment] must have fully operational central heat and air conditioning systems which are installed in accordance with all applicable codes and regulations.

15. All homes must be adequately insured for liability.

16. Residents are at all times responsible for the actions of their guests. Tenants, please advise your guests of the Rules and Regulations. Guests not abiding by the Rules and Regulations will be asked to leave the community. Guests wishing to use the facilities at Walden Woods must, at all times, be accompanied by their host homeowner. In your absence, if guests have your permission to stay in your home, please advise management in advance. On their arrival, please have them come to the manager's office.

All overnight Guests or Guests who will be using Community recreational facilities, must be registered by their Resident host at the office during normal office hours upon or prior to arrival. Guests arriving on weekends or holidays must be registered by their Resident host during office hours on the last business day prior to their Guests'

arrival. All Guests having a vehicle must register the vehicle with the Community Manager and receive a vehicle pass. Failure to register a Guest or Guest's vehicle will subject the Guest to immediate removal from the Community. See the Guest Registration Form exhibit to this prospectus for further information. Guests must notify the office upon their departure. Residents must complete and file a Guest Registration Form with Community Management prior to having any guests or visitors in the Community when such guests or visitors are in the Community for a period of at least twenty-four (24) hours.

17. No commercial business can be operated from a home in Walden Woods, and no advertising signs may be erected on the Resident's lot or manufactured home. Babysitting, childcare, handling of scrap metal and animal grooming for compensation are commercial enterprises and are prohibited within the Community. Babysitting, childcare or animal grooming which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community are allowed as are minor home repair that does not require a permit and monitoring of homes during the absence of the Resident; however, if complaints about any such activity are received by Community Management, Management reserves the right, in its sole and exclusive discretion, to prohibit future performance of the activity by the offending Resident(s). A "business" also includes any commercial enterprise which: (1) is required to be licensed by local or state law; (2) requires traffic from outside the Community to enter for the purpose of dealing with said business; (3) uses any type of sign or advertising on the exterior of the home; (4) includes door-to-door canvassing of Community Residents; (5) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (6) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, renting or other business use.

18. Residents selling their manufactured home cannot guarantee the prospective homeowner a site in the community. All prospective residents must be approved by management prior to moving into Walden Woods.

19. There will be no fences permitted on any lot.

20. Signs. One "For Sale" sign, no larger than 12 inches by 18 inches, is allowed in the inside front home window only. Homes located on corner lots may place the "For Sale" sign in a side window of the home instead of a front window. Exceptions for an alternative location for placement of the "For Sale" sign will be reviewed by Community Management on a case-by-case basis and will only be allowed upon prior written approval of Management. Information on the sign is limited to stating the Home is for sale, and broker's name and telephone number. The "For Sale" sign must be removed within forty-eight (48) hours of the closing of the sale of the Home. No signs of any other kind, including but not limited to political signs, "No Trespassing" signs, and "Beware of Dog" signs, are allowed on the home, in the windows of the home, or on the lot with the exception of an open house sign as referenced below. Signs of any kind are generally prohibited on golf carts as well as any other vehicles in the Community. Logos affixed to Residents' motor vehicles (not including golf carts) may be permitted on a case-by-case basis; removable temporary or magnetic signs, however, are prohibited. These prohibitions on signs apply to both Residents themselves and to any guests or invitees of Residents, including outside brokers.

21. Garage and/or yard sales are prohibited on Residents' lots. Residents may have a one-day estate sale, not to exceed five (5) hours in duration, only upon prior written approval of Community Management; Community Management will make decisions regarding the allowance of estate sales on a case-by-case basis. Garage or yard sales are prohibited throughout the year, with the exception of the Community-wide garage/yard sale, which will be hosted at least once per year, as determined in the sole discretion of Community Management. Residents are allowed to host open houses, only for the purpose of selling their home, subject to the following restrictions: 1) the open house may only take place on either Saturday or Sunday between the hours of 10:00 a.m. and 2:00 p.m.; 2) only one (1) bandit sign advertising the open house, no larger than 18" x 24", is allowed in the front yard only; no other signs of any kind, including but not limited to signs posted on vehicles or golf carts, are allowed. The sign must be promptly removed once the open house is completed; and 3) All "For Sale" signs must adhere to the requirements for same which are set forth in these Rules and Regulations.

22. Flags. The maximum number of standard flags permitted on any homesite is a total of two (2). Standard flags may be either mounted to the home or carport by a flag pole, or the Resident may make a request to

Community Management for an in-ground flag pole. If the Resident's request is granted, there is a maximum of one (1) in-ground flag pole, not to exceed 20 feet (20'), per lot. Standard flags may be up to but no greater than 3½ feet by 5 feet in size. Flags displayed on a flag pole may contain no more than two (2) flags on a single pole. In addition, a maximum of two (2) small garden flags may be placed in the ground in landscaping beds. All flags must be kept in a well-maintained condition and may not be tattered, ripped, or torn. If Community Management determines, in its sole discretion, that a flag needs to be either replaced or removed, then the Resident will be required to either replace or remove the flag as directed and upon reasonable notice by Community Management. In the interest of fostering an atmosphere of inclusion, only the following flags are permitted: 1) any Community of Nations flag, including official U.S. flags; 2) state or provincial flags; 3) military branches; 4) sports teams; and 5) seasonal or holiday flags. The garden flags will be permitted on each homesite in the designated landscaping areas only as long as they are non-political in nature and as long as they are placed in such a way that does not interfere with lawn care services. Any flag which is determined to be harmful or offensive by Community Management in Management's sole discretion may be ordered to be removed immediately.

23. No digging of soil will be permitted without prior consent from the management. All plantings must be approved by management. Owner-tenant must keep all plantings trimmed and in neat order (weeded).

24. Waste and refuse shall not be placed curbside for pickup earlier than 7:00 p.m. of the evening prior to the day of pickup. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection.

25. No one other than those executing the lease agreement shall be allowed to reside upon the premises (lot) set forth in the lease agreement without written consent from the Community Manager. The purchase of your home by those who have not executed a Lease Agreement or obtained written consent from management shall not constitute permission or rights for purchaser(s) to reside within the community. All prospective residents must be approved by management and execute a lease agreement.

26. Loud noises, disorderly conduct, abusive, profane or threatening language, harassment of residents or their guests, and annoying parties shall not be permitted. Residents and their guests shall conduct themselves so as not to interfere with the peaceful enjoyment of the community by its residents.

Residents and their guests shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, guests, occupants, or invitees, or directed at Community Management or Management's agents, employees, or vendors. This rule against abusive or harassing behavior and intimidation or aggression includes any communications, threats, and/or behavior sent or expressed via email, social media platforms, and any other type of digital platform. If, after evaluation by the Community Owner it is determined that the Resident or guest has engaged in abusive or harassing behavior, either verbal or physical, or has engaged in any form of intimidation or aggression directed at other residents, guests, occupants, or invitees, or directed at Community Management or Management's agents, employees, or vendors, as determined in the discretion of the Community Owner, then the Resident or guest shall be found to have endangered the peaceful enjoyment of the Community by its residents, or to have unreasonably disturbed other residents of the Community, or to have committed a breach of the peace. Pursuant to section 723.061(1)(c), Florida Statutes, based on the specific facts of each violation the Resident shall receive either: (1) a 7 day notice of violation in conjunction with which the Resident's rental agreement shall thereafter be terminated and the Resident must vacate the premises within 7 days after the notice to vacate is delivered; or (2) a 7 day notice of right to cure. If the Resident does not comply by the designated date, then a second notice of violation with supporting documentation may be given. If compliance is not obtained by the deadline set forth in the second notice, then a 30-day termination of tenancy notice shall be issued and the Resident will have 30 days to vacate the Community. Based on such a determination that the Resident or guest has engaged in abusive or harassing behavior the Community Owner may evict the home owner or guest subject to section 723.061, Florida Statutes. The Community Owner may terminate the Resident's Lot Rental Agreement and evict the Resident upon the Resident's failure to comply with the Lot Rental Agreement or with the Rules and Regulations, subject to the provisions of section 723.061, Florida Statutes.

27. Use of the community facilities are at your own risk. Please be careful.

28. All persons must use poolside shower before entering pool and after applying suntan lotion (oil). No rafts or floats are allowed in the pool. No food or glass containers are allowed in the pool area. Persons wearing swimming attire are not allowed in the clubhouse.

29. Subleasing and Renting. The Home Owner shall not sublease the leased lot without the written consent of Community Owner. Notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels the Community Owner to do so, and the Community Owner in its sole discretion may refuse to allow subletting at any time. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing without Community Owner's written consent shall be void and shall constitute a default by Home Owner. Manufactured Home spaces are not transferable. No sub rental, sub-lease, or occupancy by or through a rental/purchase option of lot by anyone other than the Community Owner is authorized. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of rents shall be deemed a waiver of this provision, or the acceptance of the subtenant or occupant as tenant, or as a release of the Home Owner(s) from further compliance by Home Owner(s) with the rules and regulations. Any consent by Community Owner to a subleasing shall not relieve Home Owner(s) from obtaining written consent from Community Owner for any further subleasing. In the event Home Owner wishes to sublease the Lot and if written permission for subleasing from the Community Owner is obtained, Home Owner hereby grants Community Owner the exclusive right to serve as rental agent for the Community recognizing Community Owner's interest in preserving its ability to monitor residents in the Community, to orient such residents to the rules and regulations of the Community, and to effectively enforce the rules and regulations of the Community. Home Owner must arrange all subleasing through Community Management although, if subleasing is approved in writing by Community Owner, Home Owner may sublease to any person or persons who are qualified to lease a lot within the Community.

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

31. No natural-burning fire pits will be allowed in the Community at any time. Only propane-based fire pits will be permitted, and residents must not leave any fire pit burning unattended.

32. All homes must be power-washed on all four sides, including the skirting, patios, carports, garages, gutters, sheds, driveways, and sidewalks, at least once a year. Additional power-washing may be required at the discretion of Community Management. In the case that additional power-washing is required by Management, the power-washing must be completed within fourteen (14) days of receiving notice regarding same. Power-washing must be completed, and the Community offices must be informed of such completion, by May 1st of each year.

33. Carports are for vehicle parking only and may not be enclosed or converted into any type of living or entertainment space. Carports may only be enclosed up to a maximum of 50% of the total carport area for the purpose of creating a screened lanai or expanding the carport shed only (no other enclosure exceptions are permitted). Enclosing or converting a carport into a lanai is strictly prohibited without written permission from Community Management via an exterior improvement request form. If approval is granted by Community Management after completion and submission of the request form, such lanai must not be more than fifty (50) percent of the carport's length and must not block the driveway or carport from accommodating two (2) vehicles in accordance with these Community Rules and Regulations. Fencing inside the carport is strictly prohibited. All enclosures must be properly permitted as required by applicable local ordinances.

34. All exterior colors and materials used in improving the Home, including paint color, trim, siding, replacement roof materials and roof sealants, must be approved in writing by Community Owner prior to their use on the Home. Failure to obtain written approval of Community Owner prior to use of any exterior colors or materials on the home, including painting of the home, may result in the Home Owner having to repaint the home in a Community Owner-approved color at the Home Owner's sole expense upon sixty (60) days' notice.

35. Each resident is responsible for keeping his or her respective trees, plants, and flower boxes trimmed and attractively maintained. Homesites are to be kept free of dead limbs and weeds and shall not be permitted to become overgrown. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive written approval from Community Management prior to planting. All trees, shrubs and plants on the lot are the property of the Community and are not to be moved by the Home Owner or by other residents. Nonetheless, plants and shrubs planted by the Home Owner may be removed when vacating the lot with Community Management's approval. Sod must be replaced by the Home Owner where planting is removed. Existing trees or shrubs must not be damaged or removed by the Home Owner without prior written permission of the Community Manager. The Home Owner is responsible for any trimming and maintenance and/or removal of any tree and/or shrub located on the mobile home lot. For purposes of this rule, any tree the trunk of which is entirely within the boundary of the Home Owner's lot is considered to be "on the mobile home lot." Any tree the trunk of which is on a boundary line of the 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 mobile home lots) or of the Community Owner (if the trunk is on a boundary line separating the Home Owner's lot from a common area of the Community or from an unoccupied lot). Trees that are the property of the Community (those the trunk of which is located entirely within a common area of the Community) may be trimmed or removed at the sole discretion of Community Management. Dead trees, or trees and shrubs located on the mobile home lot and damaged by high winds, or any other act of God, must be removed by the Home Owner, at Home Owner's expense, within seven (7) days of occurrence of death or damage of the affected tree or shrub. Vegetable gardening is not permitted on any lot. Trees and shrubs must be kept well groomed at all times. The Home Owner must cure any default under this paragraph within two (2) weeks of written notice as provided herein.

36. Drones – For purposes of this rule a drone is a powered, unmanned, aerial vehicle that (1) uses aerodynamic forces to provide vehicle lift; (2) can fly autonomously or be piloted remotely; and (3) is designed to be recoverable, and is also referred to as an "unmanned aerial vehicle" or an "unmanned aircraft system." Residents, and any guests of Residents, shall not be permitted to fly or use a drone within the Community. Community Management reserves the right to operate its drones within the Community on a limited basis. Community Management will notify Residents in advance of any drone usage for marketing purposes.

37. Community Management reserves the exclusive, unrestricted right to grant exceptions to these rules and regulations 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 and regulations may be granted by the Community Manager 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.

Tenant, by execution of the lease, acknowledges that these Rules and Regulations are a part of the lease. These Rules and Regulations may be amended in accordance with Florida Statutes, Chapter 723.

Exhibit E-4

WALDEN WOODS
USER FEE AGREEMENT

The Community Owner and homeowner, as evidenced by the execution of this Agreement, do hereby agree to the provision of the following described services for a fee as set forth below.

It is understood between the parties that the fee is to be charged for the service rendered and that the fee may be increased in the future upon notice as set out in the Prospectus. The basis for the increase in the fee will be those factors as set out in Section IX of the Prospectus. Any other user fees will be the subject of a separate agreement.

SERVICE	FEE
_____	\$ _____
_____	_____
Community Owner Agent's Signature	Homeowner's signature
_____	\$ _____
_____	_____
Community Owner Agent's Signature	Homeowner's signature
_____	\$ _____
_____	_____
Community Owner Agent's Signature	Homeowner's signature

WALDEN WOODS – GUEST REGISTRATION FORM

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Home Address _____

City, State, and Zip Code _____

Host Community Resident: _____

Address: _____

Dates of visit to Community _____

Children under the age of 15 shall be supervised and shall be accompanied at all times by a resident parent, or legal guardian.

Automobile Information

Guest's Vehicle: Make/Model/Yr. _____

Tag# & State of Issue _____

Pet Information

Are you bringing a pet into the Community? Yes/No Type: Dog Cat Other. Please specify: _____

Has physician determined that animal is necessary for medical reasons as verified by physician: Yes / No

The undersigned warrants and represents that all statements herein are true.

Guest _____ Date _____

Guest _____ Date _____

Host Resident _____ Date _____