

**PROSPECTUS
FOR**

RAMAR MOBILE HOME PARK

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.

SUMMARY PAGE

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INDEX OF CONTENTS AND EXHIBITS

PROSPECTUS COVER PAGE	1
PROSPECTUS SUMMARY PAGE	2
INDEX OF CONTENTS AND EXHIBITS	3-4
INTRODUCTION	4
ARTICLE 1 PARK NAME AND ADDRESS	5
ARTICLE 2 NOTICES AND DEMANDS	5
ARTICLE 3 DESCRIPTION OF PARK PROPERTY	5-6
3.1 Layout of the Park	5
3.2 Number of Lots	5
3.3 Approximate Sizes of Lots	5
3.4 Setback and Separation Requirements	5-6
3.5 Maximum Number of Lots to Use Shared Facilities	6
ARTICLE 4 DEFINITIONS	6-7
ARTICLE 5 RECREATIONAL AND OTHER COMMON FACILITIES	7
5.1 General	7
ARTICLE 6 PARK MANAGEMENT AND MAINTENANCE	7-8
6.1 Park Manager/Park Operator	7-8
6.2 Homeowner's Responsibilities	8
6.3 Indemnification and Liability of Park Owner	8
6.4 Fifty Five and Older Community	8
ARTICLE 7 MOBILE HOMEOWNER REQUIRED IMPROVEMENTS	8-9
7.1 Required Improvements	8-9
7.2 Completion Date for Required Improvements	9
7.3 Assumption of Tenancy	9
7.4 Capital Improvements	9
7.5 Restrictions on Placement of Homes in the Park	9
ARTICLE 8 UTILITIES AND OTHER SERVICES	9-12
8.1 Water	9-10
8.2 Sewage Disposal	10
8.3 Waste Disposal	10
8.4 Storm Drainage	10
8.5 Electricity	10
8.6 Lawn Mowing and Maintenance	10
8.7 Telephone	10
8.8 Security	10-11
8.9 Gas	11
8.10 Disruption of Service	11

8.11	Changes to Utilities and Other Services	11-12
ARTICLE 9 LOT RENTAL AMOUNT		12-18
9.1	Computation of Lot Rental Amount	12-17
9.2	Different Base Rents	17
9.3	Generally	17 -18
9.4	Acceleration and Breach	18
ARTICLE 10 INCREASES IN LOT RENTAL AMOUNT		18-20
10.1	General	18
10.2	Notice of Increase	18
10.3	Factors Affecting Increases	18-20 19
10.4	Factors Affecting Governmental and Utility Charges	19 -20
10.5	Factors Affecting Pass Through Charges	20
10.6	Purchasers Assuming a Rental Agreement	20
ARTICLE 11 USER FEES		20-21
11.1	General	20
11.2	Current User Fees	20
11.3	Notice of Increase in User Fee	20
11.4	Increases in User Fees	20-21
ARTICLE 12 RULES AND REGULATIONS		21
12.1	Existing Rules and Regulations	21
12.2	Changes in Rules and Regulations	21
12.3	Failure to Enforce Rules	21
ARTICLE 13 LAND USE CLASSIFICATION		21
13.1	Current Land Use Designation	21
13.2	Zoning Authority	21
13.3	Future Changes in Zoning Classification	21
ARTICLE 14 MISCELLANEOUS		21-22
14.1	Amendment of Prospectus	21
14.2	Exhibits	21
14.3	Effective Date	21 -22
14.4	Determination by Division	22
14.5	Prospectus Identification Number	22
14.6	This Prospectus Applies to Lot Number	22

EXHIBITS TO PROSPECTUS

Exhibit A:	Mobile Home Park Layout
Exhibit B:	Lot Rental Agreement
Exhibit C:	Rules and Regulations

INTRODUCTION

This Prospectus has been prepared in accordance with Chapter 723, Florida Statutes. The intent of the Prospectus is to provide all pertinent information and disclosures required by Chapter 723. Each prospective Homeowner is urged to read this Prospectus and the Exhibits attached hereto carefully and completely.

ARTICLE 1
PARK NAME AND ADDRESS

The name and address of the Park are:

~~WHAT BOX SON, LLC d/b/a RAMAR MOBILE HOME PARK~~ Ramar Mobile Home Park
1930 S Ridgewood Avenue
South Daytona, Florida 32119

The Park is in Volusia County, Florida.

ARTICLE 2
NOTICES AND DEMANDS

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

Park Operator/Park Manager
1930 S Ridgewood Avenue, Office
South Daytona, Florida 32119

ARTICLE 3
DESCRIPTION OF PARK PROPERTY

3.1 **Layout of the Park:** The layout of the Park is attached as **Exhibit "A."** This layout shows the approximate location of the lots, common areas, and recreational areas, if any.

3.2 **Number of Lots:** As of the Filing Date, the Park has 68 mobile home lots (Numbered 1 through 73B). The Park Owner reserves the right to develop and add additional lots to the Park.

3.3 **Approximate Sizes of Lots:** Each lot is numbered and located as shown within **Exhibit "A"** of this Prospectus. The dimension and lot area figures are approximate only and may vary from the actual field figures for any one lot as it was initially to be developed, initially developed, or as it is currently laid out. As of the Filing Date, all Lots located within the Park have an approximate size of 1,500 square feet.

3.4 **Setback and Separation Requirements:** There are several requirements of law with respect to setback distances and minimum separation distances.

(a) The assigned zoning classification for the Park is Mixed Use 2 (MXD-2).
(b) The minimum separation distance refers to the minimum distance that must be maintained between each home, including its supporting facilities, and other homes, supporting facilities, and structures in the Park. Separation requirements for mobile homes is required in accordance with Florida Statute 69A-42.0041, entitled Fire Separation Requirements, and requires that: No portion of a mobile home, excluding the tongue, shall be located closer than 10 ft. (3m) side to side, 8 ft. (2.4m) end to side, or 6 ft. (1.8m) end to end horizontally from any other mobile home or community building unless the exposed composite walls and roof of either structure are without opening and constructed of materials that will provide a one-hour fire resistance rating or the structures are separated by a one-hour fire-rated barrier.

(c) The setback distances refer to how far each home (roof line), and its supporting facilities (i.e. carport or utility building), must be set back from its lot lines. All setback requirements must comply with the assigned zoning classification of MXD2.

(d) Any variance from the above requirements must have the Park Owner's written approval as well as the approval of the applicable governmental entity.

(e) The requirements set forth or referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, these requirements may be amended, expanded by the adoption of additional requirements, or repealed, subsequent to the Filing Date. No representation is made as to the continuing applicability of such requirements after the Filing Date and no continuing obligation is undertaken by the Park Owner to advise any Homeowner or resident of any subsequent modification, future adoption of additional requirements by any governmental body, or future repeal of these provisions. The requirements stated above may not be applicable to the Park, in whole or in part, due to the placement of homes in the Park prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes or laws; or due to subsequent judicial decisions interpreting these or other laws. No representation is made as to the interpretation of the setback and separation requirements set forth or referenced above.

(f) The prospective Homeowner is advised to make her/his own independent inquiry with the above referenced authorities with respect to these matters and obtain further information regarding installation of homes or supporting facilities in the Park from the appropriate permitting authority.

3.5 **Maximum Number of Lots to Use Shared Facilities:** The maximum number of lots that will use the Shared Facilities of the Park will be 68 lots.

ARTICLE 4 **DEFINITIONS**

All terms within this Prospectus are defined in accordance with Chapter 723, Florida Statutes, and with the rules of the Florida Department of Business and Professional Regulation, or are used according to their plain meaning. Additionally, the following terms as used herein are defined as follows:

4.1 **"Base Rent"** means and refers to the regular monthly rent established from time to time by the Park Owner.

4.2 **"Delivery Date"** means the date that a copy of this Prospectus was first delivered by the Park Owner to the Homeowner as reflected in the business records of the Park.

4.3 **"Filing Date"** means and refers to the date this Prospectus was filed with the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation ("Division").

4.4 **"Home" or "home"** means and refers to a manufactured home or mobile home as defined in Chapter 723, Florida Statutes. The term "manufactured home" is used synonymously with the term "mobile home."

4.5 **"Homeowner" or "homeowner" or "Home Owner"** means and refers to a person who or entity which owns a manufactured home or mobile home and rents or leases a Lot within the Park, as defined in Chapter 723, Florida Statutes.

4.6 **"Lot" or "lot" or "homesite"** means and refers to a lot within the Park and intended for the placement of a mobile home, as defined by Chapter 723, Florida Statutes.

4.7 **"Lot Rental Amount"** means and refers to all financial obligations, except User Fees, which are required as a condition of the tenancy, as defined by Chapter 723, Florida Statutes.

4.8 **"Pass-through Charges"** means and refers to the mobile Homeowner's Proportionate Share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities, as defined by Chapter 723, Florida Statutes.

4.9 **"Proportionate Share"** means and refers to an amount calculated by dividing equally among the affected developed lots in the Park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Park, as defined by Chapter 723, Florida Statutes.

4.10 **"Rules and Regulations"** means and refers to the Rules and Regulations of the Park, as amended from time to time.

4.11 **"Shared Facilities"** means and refers only to the recreational and other common facilities of the Park described in Section 5.1 of this Prospectus, excluding the facilities or portions thereof which are expressly stated as not available for general use by the residents.

4.12 **"Special Use Fees"** means and refers to those separately itemized charges in addition to the Base Rent for specific services or privileges.

4.13 **"User Fees"** means and refers to those amounts charged in addition to the Lot Rental Amount for nonessential optional services provided by or through the Park Owner to the Homeowner under a separate written agreement between the Homeowner and the person furnishing the optional service or services, as defined by Chapter 723, Florida Statutes.

4.14 **"Park Standards"** means the requirements set forth in the Prospectus, Lease Agreement, and Rules and Regulations concerning home maintenance, appearance, and general cleanliness.

4.15 **"Mobile home park owner" or "park owner" or "Park Owner"** means an owner or operator of a mobile home park, as defined by Chapter 723, Florida Statutes.

4.16 **"Mobile home lot rental agreement" or "rental agreement" or "Rental Agreement"** means any mutual understanding or lease, whether oral or written, between a mobile home owner and a mobile home park owner in which the mobile home owner is entitled to place his or her mobile home on a mobile home lot for either direct or indirect remuneration of the mobile home park owner.

ARTICLE 5

RECREATIONAL AND OTHER COMMON FACILITIES

5.1 **General:** The Park's recreational and other common facilities are generally available for the shared use by the residents, unless otherwise indicated, subject to the terms of this Prospectus and the Rules and Regulations. As of the Filing Date, the Shared Facilities are: Laundry facility and overflow parking area. The Laundry facility is available for use 24 hours a day and seven days a week, and the overflow parking is available 24 hours a day and seven days a week, only with written permission and approval from Park Owner. All improvements are complete.

ARTICLE 6

PARK MANAGEMENT AND MAINTENANCE

6.1 **Park Manager/Park Operator:** The day to day management and operation of the Park, and the maintenance of Park property (excluding the leased lots), are the responsibility of the Park Manager and/or Park Operator, under the direction of the Park Owner. As of the Delivery Date, the manager has an on-site office located at 1930 S Ridgewood Ave., Office, South Daytona, FL 32119. All questions and problems concerning Park operations should be directed to Park Management via the Online Resident Portal, or, in the alternative, by phone at (386) 843-2247, or emailed to RamarCommunity@gmail.com. The services provided by the Park as of the Filing Date include maintenance of the common areas and Shared Facilities. Park Manager shall be authorized to receive complaints and rent payments on behalf of the Park Owner. All questions and problems which arise

concerning Park property or operations should be directed to the attention of the Park Manager. The Park Owner or Park Manager may, from time to time, employ such additional personnel as the Park Owner or manager may deem necessary or appropriate to properly manage and maintain the Park. The terms Park Manager and Park Operator carry the same meaning and are used interchangeably. Park Management, Park Manager(s), Park Operator(s) are authorized agents of Park Owner.

6.2 **Homeowner's Responsibilities:** Each Homeowner is responsible for the maintenance and repair of his/her Mobile Home, Mobile Home Lot, and all improvements thereon (including landscaping). Also, each Homeowner is responsible for compliance with the Park Rules and Regulations, and for the timely performance of such Homeowner's obligations under his/her Rental Agreement.

6.3 **Indemnification and Liability of Park Owner:** Park Owner shall not be liable for any loss, injury, death, or damage to persons or property which may be suffered by the Homeowner or by any person whosoever that may be using, occupying or visiting the Lot, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Homeowner or of any occupant, subtenant, contractor, subcontractor, visitor, or user of any portion of the Lot, or shall result from or be caused by any other matter whether of the same kind as or of a different kind than the matters above set forth. The Homeowner shall indemnify Park Owner against all claims, liability, loss, or damage whatsoever as described herein including but not limited to costs, counsel, attorney, and investigation fees, expenses and liabilities. The Homeowner shall be given notice in writing that the same are about to be incurred, and shall have the option itself to make necessary investigation and employ counsel of the Homeowner's own selection, but satisfactory to Park Owner, for the necessary defense of any claim. The Homeowner shall look solely to the ownership of Park Owner's proprietary interest in Park property for the collection of any judgment or other judicial process requiring the payment of money by Park Owner, or judgment or other judicial process requiring performance of an act in the event of any default or breach by Park Owner with respect to any of the terms, covenants and conditions of this agreement to be observed or performed by Park Owner (hereinafter aggregately referred to as "judgments" against Park Owner) and no other property or assets of Park Owner shall be subject to levy, execution or other enforcement procedure for the satisfaction of the Homeowner's remedies or of any judgments against Park Owner in the event of a violation by Park Owner of any of the provisions of this Prospectus, the Park's Rules and Regulations or the Lot Rental Agreement. This provision shall not limit Park Owner's obligations as set forth in section 723.022, Florida Statutes.

6.4 **Fifty Five and Older Community:** This Park is intended and operated for occupancy by persons 55 years of age and older. As such, the Park shall adhere to the requirements of the Housing for Older Persons Act of 1995 ("HOPA"), and it is the policy of the Park to ensure that the Park complies with HOPA requirements. Homeowner is directed to the Rules and Regulations, attached hereto and incorporated herein, for a more complete description of these requirements.

ARTICLE 7

MOBILE HOMEOWNER REQUIRED IMPROVEMENTS

7.1 **Required Improvements:** The following improvements must be installed on the Lot at the Homeowner's expense as a condition of his/her occupancy in the Park. Park Owner's approval is required prior to installation. Park Owner reserves the right in his/her sole discretion to grant exceptions to any of the following required improvements. All improvements are considered temporary.

- (a) Fully-sodded and landscaped Lot;
- (b) Homeowner must have the Home secured to the ground by the use of anchors and tie downs, in compliance with county, state, and/or federal building codes, rules, regulations, and/or standards, so as to resist sliding and overturning. Mobile Homes must be anchored immediately upon move-in and/or installation;

- (c) Homeowner must have aluminum, vinyl, brick or decorator block siding and/or skirting;
- (d) Mobile Homes must be placed in a uniform manner, properly blocked, and all utilities connected in accordance with the City of South Daytona and Park Owner's specifications;
- (e) All new Mobile Homes entering the Park must have removable hitches which shall be removed upon anchoring;
- (f) Skirting must be installed around the full perimeter of the Home and any additions thereto, from the ground level to the base of the Home, and skirting must be made of painted pressure treated wood, vinyl, concrete, aluminum or painted cedar;
- (g) Homes must have all fire prevention equipment required by law;
- (h) Homes must have central heat and air conditioning installed in accordance with all applicable codes and regulations. No air conditioning unit shall be located in the front window of the Mobile Home or front wall of any Mobile Home, or any wall facing a street;
- (i) Reflective house number displayed on the side of the Mobile Home. Each number shall be 4' high off the ground and easily readable from the street servicing the site. House numbers must be maintained to the standard of a well-maintained Home in the Park;
- (j) All concrete on the Lot installed by Homeowner must be removed by Homeowner at the time the Mobile Home is removed from the Lot;
- (k) Concrete, wood, or fiberglass steps, must be installed at the front entrance of the Mobile Home.

7.2 **Completion Date for Required Improvements:** All required improvements to the Mobile Home and Lot must be completed within **thirty (30) days** after the Mobile Home has been set in place on the Lot, unless otherwise provided above. Each of the required improvements must be designed and installed in accordance with the requirements of the Rules and Regulations and in accordance with plans that have been approved in advance by the Park Owner.

7.3 **Assumption of Tenancy:** To the extent permitted by law, a Homeowner assuming the remaining portion of a tenancy as prescribed by Section 723.059(3), Florida Statutes, may be required to install improvements subject to the same terms and conditions of the Prospectus as delivered to the original Homeowner.

7.4 **Capital Improvements:** To the extent permitted by law, the Homeowner may also be required to bear, in the form of increases in the Lot Rental Amount, the costs incurred by the Park Owner in installing capital improvements or performing major repairs in the Park.

7.5 **Restrictions on Placement of Homes in the Park:** No resident shall place a home in the Park without prior written approval from the Park Owner. The Mobile Home must be installed in accordance with Park specifications, Park Owner's direction, the Rules and Regulations, and applicable government regulations. The Park Owner's approval will not be given unless the Mobile Home meets all of the requirements set forth in the Rules and Regulations.

ARTICLE 8 **UTILITIES AND OTHER SERVICES**

8.1. **Water:** Potable water is provided throughout the Park and to each Lot by the City of South Daytona. Individual water meters are installed at each Lot, and each lot is individually metered by Park Owner. This charge is included in the Lot Rental Amount as a separate fee and not included in the base rent. The provider of water to the Park may establish, from time to time, a different rate schedule for water service, which charges, including but not limited to capacity, connection, impact, usage, deposit, prevailing rates, and service charges, will be assessed against each Lot within the Park and shall be the sole responsibility for payment by Homeowner. Park Owner reserves the right to pass-on to Homeowners their proportionate share of the cost of this service. Responsibility for water mains in the Park up to and including the shut-off valve providing water to Homeowner's Lot is that of the Park. Water lines from the

shut-off valve to the Mobile Home are the Homeowner's responsibility.

8.2 **Sewage Disposal**: Sewage collection and disposal is provided throughout the Park and to each lot by the City of South Daytona. Individual meters are installed at each Lot, and each lot is individually metered by Park Owner, based on water usage. This charge is included in the Lot Rental Amount as a separate fee and not included in the base rent. Responsibility for sewer lines within the Park are the Park's responsibility up to the ground connection of the sewer line to the Mobile Home sewer lines. The in-ground connection and the lines to and including the mobile home lines are Homeowner's responsibility.

8.3 **Waste Disposal**: Waste disposal (garbage and trash collection) is provided by the City of South Daytona. This charge is included in the Lot Rental Amount as a separate fee and not included in the base rent. Waste disposal procedures by the Homeowner are subject to the rules and regulations of the service provider. The method for waste disposal, the times and/or the conditions for such service may be subject to future change. The provision of adequate containers and delivering the containers to the appropriate location for pickup is Homeowner's responsibility. Trash is collected curbside by the City of South Daytona.

8.4 **Storm Drainage**: Storm Drainage is provided throughout the Park and to each lot by the City of South Daytona. Park Owner passes-on to Homeowners their proportionate share of the cost of this service. This charge is included in the Lot Rental Amount as a separate fee and not included in the base rent.

8.5 **Electricity**: Electric power is currently provided to the Park by Florida Power and Light. Electric service and electric power consumption to each Lot within the Park is separately metered and billed directly to the Homeowner by the utility and the sole responsibility for payment is that of the Homeowner. This charge is included in the Lot Rental Amount as a separate fee and not included in the base rent. The Park Owner is responsible for the maintenance of the electric lines from the main electric meter to the submeters for each Lot, and for the submeters. The Homeowner is responsible for the maintenance of the electric lines from the submeter to, within, and outside the home, including utility shed connections and outdoor receptacles. Any electrical problem must be discussed with and repaired by the electric company or a licensed electrician.

8.6 **Lawn Mowing and Maintenance**: Park Owner provides lawn mowing and maintenance to common areas and vacant lots, only. Each Homeowner is responsible for lawn mowing, maintenance and landscaping on their Lot and immediately around their Home. The Homeowner is responsible for maintaining the appearance of her/his Lot in a clean, neat and sightly condition, free of litter, including the responsibility for keeping planters weeded, trimming shrubbery and raking unsightly grass clippings. Landscaping of the Lot and any planters shall be such as to enhance the appearance of the Lot, the Mobile Home, and the Park overall. Park Owner must approve all landscaping prior to its being planted. It is the Homeowner's responsibility to deliver tree, foliage and grass trimmings to the appropriate location for proper disposal by the City.

8.7 **Telephone**: Telephone (landline) service is not provided to the Park by Park Owner. Telephone service must be contracted and arranged for directly between Homeowner and the telephone company. This charge is included in the Lot Rental Amount as a separate fee and not included in the base rent. The telephone company will separately and directly bill Homeowner for this service. Telephone service is Homeowner's responsibility. Any telephone problems must be discussed with and repaired by the telephone company.

8.8 **Security**: Park Owner does not promise, warrant, or guarantee the safety or security of any tenants, Homeowners, residents, occupants or guests or their personal property against the criminal or

negligent actions of other residents, occupants, guests, invitees, contractors or third parties, and does not warrant that any devices or persons if employed at this Park will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Crime can and does occur in any Park. Each home occupant has the responsibility to protect himself/herself and to maintain appropriate insurance to protect his/her belongings, including items within or on the premises and vehicles, from criminal acts, negligent acts, fire, windstorm, hurricanes, plumbing leaks, smoke or any Acts of God. Residents should contact an insurance agent to obtain appropriate vehicle, personal property and liability insurance. Park Owner reserves the right to reduce, modify or eliminate any system, devices or services (other than those statutorily required) in any common area at any time. Park Owner may at times place real or dummy video or surveillance cameras throughout the Park but makes no representation that these cameras are working, recording or even operational.

8.9 **Gas:** Gas service is not provided to the Park by Park Owner. There are no existing gas lines in the Park. Gas service must be contracted and arranged for directly between Homeowner and the gas company. ~~This charge is included in the Lot Rental Amount as a separate fee and not included in the base rent.~~ The gas company will separately and directly bill Homeowner for this service. Gas service is Homeowner's responsibility. Any gas problems must be discussed with and repaired by the gas company.

8.10 **Disruption of Service:** The Park Owner shall not be held responsible for any damage caused by disruption of any of the above services or utilities whether or not required to be provided by the Park Owner, if that disruption is caused by: (a) any act, fault, or neglect of any resident or occupant of the Community; (b) any guest or invitee of any resident or occupant of the Community, or of any trespasser, or by any governmental agency; (c) fire, water, steam, rain, hail, wind, flood, sewerage odors, electrical current, insects, drought, or any Act of God, or (d) the act of a third person not under the direction or control of the Park Owner, unless any of the foregoing was caused by Park Owner's active or willful misconduct. Each Homeowner by her/his occupancy agrees to hold Park Owner harmless as to any such liability.

8.11 **Changes to Utilities and Other Services:** The description of the utilities and other services set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the Filing Date. The Park Owner reserves the right, with respect to any utility or other service provided or maintained by the Park as of the Filing Date, upon ninety (90) days prior written notice to each affected Homeowner and the Board of Directors of the Homeowner's Association, if one has been formed, to:

(a) Charge and bill each Homeowner separately for any such service, based upon an equitable apportionment of the total cost incurred by the Park Owner for such service or based on rates prevailing in the area for such service; or

(b) Install individual water meters for each lot at Homeowner's expense and charge and bill each Homeowner separately for water and/or sewer services provided to the Homeowner, based on water usage and prevailing rates; or

(c) Discontinue, reduce, increase, or modify the provision of any such service by the Park and, in the event of discontinuation, such service will be provided directly to the Homeowner by the public or private utility company providing such service, at Homeowner's expense, and the Homeowner will be required to directly contract and arrange with the service provider for the provision of the service and the service provider will separately and directly charge and bill the Homeowner for the service, based upon an equitable apportionment of the total cost of such service to the Park or upon rates prevailing in the area for such service or, in the case of water and/or sewer service, upon prevailing rates and usage determined by an individual water meter installed at the Home Owner's expense.

(d) Discontinue the maintenance of any utility or other service facility described above

that is presently maintained by the Park, in which event, the Homeowner may become responsible for the maintenance of such facility or portion thereof that is the responsibility of the Park as of the Filing Date.

ARTICLE 9

LOT RENTAL AMOUNT

9.1 **Computation of Lot Rental Amount:** Lot Rental Amount means and refers to all financial obligations, except User Fees, which are required as a condition of the tenancy. Lot Rental Amount is the lump sum amount paid by Homeowner for the use and occupancy of the Lot and use of the Park's Shared Facilities. The Lot Rental Amount for each Lot will be comprised of five (5) components as set forth below:

(1) **Base Rent:** Base Rent shall be deemed as comprising part of the Lot Rental Amount. Base Rent shall not include special use fees, governmental and utility charges, pass through charges, or assessments. Base Rent may vary within the Park based upon lot size and/or location, or upon other factors which could logically be utilized in differentiating values of lots within the Park. More specifically, unless explicitly stated to the contrary herein and regardless of whether a charge or service is exclusively paid by Park Owner with funds received from Homeowners through payment of their Lot Rental Amount, Base Rent does not include ad valorem property taxes, non-ad valorem assessments, tangible personal property taxes, stormwater utility charges for drainage outside of the Park, landfill tipping fees, the annual fee of the Florida Department of Business and Professional Regulation set forth in section 723.007, Florida Statutes, or any other type of governmental or utility charge, nor sums for any other service provided by Park Owner not affirmatively stated herein as being provided as part of the Base Rent, nor for any charge or service for which a special service fee is disclosed herein but for which no charge is presently made.

In consideration for the Shared Facilities and for the use of a place to locate a Mobile Home, Homeowner shall pay to Park Owner in advance on the first (1st) day of every month a Base Rent of \$_____ per month without any deduction or offset. If the commencement of the Rental Agreement begins on a day other than the first day of the calendar month, Homeowner shall pay only a prorated amount, in the sum of \$_____ for that calendar month, so that successive payments will fall due by the 1st day of each month thereafter. The prorated amount shall be due upon the commencement of the Rental Agreement. Payment shall be made via Resident's Online Resident Portal, or, in the alternative by check, cashier's check, money order or bank electronic funds transfer drawn on a U.S. financial institution. Park Owner reserves the right to refuse a personal check. The Base Rent is subject to annual increases after notice from Park Owner of such increase as required by Chapter 723, Florida Statutes. The Lot Rental Amount is not paid until actually received by the Park Owner, regardless of the cause for delay in receipt.

(2) **Special Use Fees:** The Homeowner is also responsible for payment of the following fees, charges or assessments, which shall all be deemed as comprising part of the Lot Rental Amount. Special Use Fees are those separately itemized charges in addition to the Base Rent for specific services or privileges. Unless otherwise stated herein, the following fees, charges or assessments shall be due and payable either with the monthly payment of the Base Rent, if the fee is of a continuing nature (such as, for example, the Additional Resident Fee), or on or before the 30th day after the Homeowner receives notice that the fee, charge or assessment has been imposed if the fee is of a sporadic nature (such as, for example, the Late Fee or Return Check Charge). As of the Delivery Date, the following Special Use Fees are in effect in the Park:

- \$75 for one applicant or \$100 for up to two applicants**
- a. Application Fee -- \$_____. This fee will be charged by Park Owner, as allowed by law, to cover the cost of qualifying prospective resident(s) of the Park which includes, but is not limited to, interviewing the prospective resident(s), processing the application for residency along with

other relevant documents, and investigating the personal background and references of the prospective resident(s).

- b. Late Payment Fee -- \$ 50 plus \$ 10 /per day that the Lot Rental Amount remains past due. (Applicable only in the event Homeowner is delinquent with a monthly payment of Lot Rental Amount. All payments of Lot Rental Amount shall be due on the first day of each month and shall be deemed to be past due if not paid by the fifth day of each month).
- c. Return Check Fee of -- \$ 50 will be charged as an administrative charge for all checks returned by Homeowner's bank for any reason whatsoever. This charge is in addition to any charge imposed by the bank(s).
- d. Additional Guest and/or Visitor Fee -- The base rental amount is based upon the occupancy of the premises by not more than 2 persons. There will be an additional charge of \$ 5 per day for each extra person who occupies the premises for more than fifteen (15) consecutive days or thirty (30) total days per year. Any additional person must be specifically approved by the Park Owner in writing.
- e. Attorney's Fees -- \$ Actual . The Homeowner shall pay for all reasonable attorney's fees incurred by the Park as the result of any action taken by the Park against the Homeowner to collect delinquent Lot Rental Amount, enforce the Lot Rental Agreement or the Park Rules and Regulations, whether suit is brought or not, and whether such fees are incurred before or at trial or on appeal. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Homeowner is the prevailing party, the Homeowner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes. Likewise, if Park Owner is the prevailing party, Park Owner is entitled to a reasonable attorney's fee to be paid by the Homeowner.
- f. Pro rata share of the cost of major repairs or improvements to the Park \$ Actual .
- ~~g. Insurance fee -- \$ _____ If available for his home, Homeowner is required to obtain an insurance policy or policies of comprehensive liability (of not less than \$300,000), fire, windstorm, hurricane, and flood insurance insuring Park Owner and Homeowner against perils arising out of the ownership, use, occupancy or maintenance of the manufactured home Lot and all areas appurtenant thereto including the coverage for the removal of the manufactured home after a fire, windstorm, flood or Act of God. If Homeowner fails to procure and maintain said insurance, Park Owner may, but shall not be required to, procure and maintain same and charge Homeowner for the expense of the policy or policies.~~
- h. Pet Fee -- of \$ 15 per pet per month.
- i. Special Service Fee -- A special service fee of \$ 35 per hour, but not less than \$ 35 per service call, plus materials, for any repair, maintenance, or service (other than those specifically and separately mentioned herein) that is performed by the Park or its contractors, but which is the responsibility of the Homeowner or which is requested by Homeowner. If special service work is required, after 7 days prior notification of a deficiency necessitating such work, the Park Owner will perform the work and the special service fee will be charged to Homeowner.
- j. Rule Violation Fee -- This fee shall be equal to the greater of (1) \$ 50 per day for each day a violation is committed or continues, or (2) the amount of any funds expended or costs incurred by the Park Owner as a result of a violation of a Park rule by Homeowner or by any person residing in his home or in the Park with his permission, plus an amount equal to twenty

percent (20%) of such costs and expenses. The total amount is payable on or before three days after notice by the Park Owner to the Homeowner of the violation of the Park Rules and Regulations and of the amount due from the Homeowner.

- k. Excess Water Use Fee -- \$ per the bill per incident of excess watering. This fee will apply in instances when watering of Resident's Lot or any portion thereof, or of landscaping or trees located thereon is done in such volume or at such a rate as to result in water running off of Resident's Lot onto another lot, or a common area of the Park, or into the street.
- l. Garbage Containment Fee -- If it becomes necessary for Park Owner to place Homeowner's garbage in proper containers because Homeowner fails to do so, there will be an additional charge of \$ 35 assessed to Homeowner for each occurrence.
- m. Large Item Trash Removal Charge -- a minimum of \$ 100 A garbage and/or trash "removal" fee for items which are not collected as part of the normal garbage or waste removal services provided in the Park (i.e. refrigerators, large appliances, etc.) if Homeowner fails and/or refuses to remove same. The maximum charge for such removal will be \$ 500.
- n. Pest Control Fee -- A fee for control of pests on the Lot \$ 10 per month for regular service to control pests on the Lot and a one-time charge for service provided by the Park for a specific pest control problem.
- o. Skirting and/or Manufactured Home Cleanup Fee -- A skirting cleanup fee of \$ 150 if Homeowner fails or refuses to keep the skirting clean and free of debris or to keep the exterior of the manufactured home clean. "Clean" for purposes of this charge shall mean free of grime, mildew, dirt or debris as visible from a Park roadway or an adjacent Lot.
- p. Entrance Fee -- \$ 500 An entrance fee is applicable to any manufactured home placed in the Park. (This fee does not apply to the purchaser of a manufactured home situated in the Park).
- q. WaterCraft and/or Vehicle Storage Fee -- \$ 35 per month for storage of watercrafts and/or vehicles in the Park's designated overflow parking area.
- r. Storage Fee -- starting at \$35 for storage of items other than vehicles in the Park storage area.
- s. Abandoned Property storage/removal fee -- \$ min \$35 / min \$100 not to exceed the noticed monthly lot rental amount for storage of manufactured home, automobile or other personal property abandoned by Homeowner, or remaining on the manufactured home Lot after termination of Homeowner's tenancy, plus costs incurred by Park Owner in removal of same
- ~~t. Mailbox Fee -- \$ _____ per month for use of a Park mailbox.~~
- u. Speeding Fee -- \$ 45 per incident of driving in the Park at a speed in excess of the posted speed limit.
- v. Damage to Property Fee -- \$ Actual Homeowner will be held financially responsible for damage to private or Park property, including underground services, caused by Homeowner, his family, guests, agents, sublessees or contractors. The fee will be equal to the actual cost of repairs, materials and labor, including fees for contractors and service personnel.
- w. Home Removal Deposit -- \$ 750 . To ensure that the Park is compensated for any damage to the Lot resulting from the removal of the manufactured home or the failure of Homeowner to properly restore the Lot at the time of removal of the manufactured home, Homeowner shall

within seven days prior to removal of the home from the Park pay a Home Removal Deposit. The Park reserves the right to claim against the deposit for the cost of repair or restoration of the Lot or for any cleanup of the Lot after removal of the home.

- x. Recycling Fee -- \$ Actual Homeowner's pro rata share of a recycling fee imposed on the Park by city or county government.
- y. Damaged Home Removal Fee -- \$ Actual for the cost of removing Homeowner's damaged or destroyed home after notice to Homeowner of his obligation to do so and his failure to comply.
- z. Cost of Special Notices -- \$ 75 for actual costs incurred by Park Owner to furnish notices to Homeowner regarding: (1) non payment of Lot Rental Amount; (2) non compliance with a provision of Homeowner's Lot Rental Agreement and/or Prospectus; (3) non compliance with any Park rule or regulation. Such costs include but are not limited to attorneys fees, mailing costs, secretarial time and costs of posting of notices.
- aa. Prospectus replacement fee -- \$ 35 per copy for replacement of lost, damaged or destroyed Prospectus.
- ~~bb. Security Card -- \$ _____ per card after the first card issued to the Homeowner.~~
- cc. Subleasing Fee -- \$ 100 which is _____ % of sublease rent. This fee will be charged if subleasing is authorized by Park Owner, and is to cover the cost of interviewing the prospective resident, processing the application for residency along with other relevant documents, investigating the personal background and references of the prospective resident, and conducting a credit investigation.
- dd. Improper Parking Fee -- Parking of vehicle on street, sidewalk, swale or lawn without prior written permission of Park Owner - \$ 25 per day or any part thereof.
- ee. Storm Readiness Fee -- A storm readiness fee of \$ 125 shall be charged if Park Owner must properly secure Resident's mobile home against a storm as a result of Resident's failure to do so including the installation, maintenance, repair, or replacement of hurricane shutters or other hurricane related work. However, in no event is Park Owner obligated to secure Resident's home against any Act of God.
- ff. Unapproved Pet Fee -- \$ 5 per pet per day that an unapproved pet remains in the home after receipt of written demand from Park Owner for removal of the pet.
- gg. Tree Removal and Tree Trimming Fee -- \$ Actual. The actual costs of tree removal and/or tree trimming shall be shared equally between Homeowner and Park Owner.
- hh. Administrative Fee for Water Usage Reading and Billing -- \$ 5 per month.
- ii. Meter re-read fee -- \$ 15. For each re-reading of a meter requested by Homeowner after the initial meter reading regardless of the results of the re-reading.
- jj. Security Deposit -- Homeowner shall pay \$ starting at \$400 which shall be held as a security deposit for Homeowner's faithful performance of the Lot Rental Agreement and against any damage caused to Park Owner's property by Homeowner, his family and guests.
- kk. Water -- Homeowner shall pay \$ per the bill per month in water, based on usage as determined by the individual water meter installed at each lot.

- ll. Sewer -- Homeowner shall pay \$ **per the bill** per month for sewer, based on usage as determined by the individual water meter installed at each lot.
- mm. Waste Disposal (garbage and trash collection) -- Homeowner shall pay \$ **per the bill** per month as their proportionate share for waste disposal services.

(3) **Governmental and Utility Charges:** Governmental and Utility Charges shall be deemed as comprising part of the Lot Rental Amount. Park Owner reserves the right to charge Homeowner a pro rata share of the total amount of a governmental or utility charge other than "pass through charges" imposed on the Park by any state or local government or utility company. Pass through charges will be charged on a proportionate share basis as discussed below. If Park Owner charges any of these to the Homeowners it will do so only in conformity with Chapter 723, Florida Statutes. In addition, such costs will only be recovered from the Homeowners residing on those lots affected and will be passed on based on a pro rata share calculated based on the number of leased manufactured home lots in the Park. Park Owner will pass on these charges, at any time during the term of the Lot Rental Agreement, provided that the ad valorem property taxes, non-ad valorem assessments, and utility charges are not otherwise being collected in the remainder of the Lot Rental Amount. The governmental and utility charges which may be charged to the Homeowner are as follows:

(a) "Taxes" which term includes ad valorem taxes and special or non-ad valorem assessments and all tangible and intangible property taxes levied upon or assessed against the Park by any unit of government or increases thereof. If the method of property taxation prevailing as of the Delivery Date is changed so that taxes now levied or assessed on Park property are replaced partially or completely by a tax levied or assessed upon Park Owner as a capital levy or otherwise or on or measured by lot rental amounts received by Park Owner from the Park, or by any assessment other than any ad valorem tax, then such new or altered taxes shall be deemed included within the definition of "taxes." Ad valorem property taxes shall be paid annually and shall be assessed based on the Homeowner's pro rata share of the ad valorem tax assessment on all of the property comprising the Park payable by Park Owner;

(b) Water and sewer charges or increases in same for usage of water in common areas. (The amount of this cost will be equal to each Homeowner's pro rata share of the difference between the master metered consumption of water service for the Park as a whole, and the sum of the costs of water service provided to all Homeowner lots as determined from the water meters installed on each lot);

(c) Sales Tax. If the Lot Rental Amount is ever subject to sales, excise, tourist or other tax imposed by the State of Florida or by any other governmental authority (except for income taxes), then the Homeowner shall pay the amount of such taxes to Park Owner at the time of the payment of the Lot Rental Amount which is subject to tax;

(d) Waste disposal charges for collection from the common areas of the Park;

(e) Special assessments or charges by any federal, state, regional or local government or utility company;

(f) Expenses created and charged to Park Owner by any federal, state, regional or local governmental entity or utility company, including annual filing fee(s) and the Prospectus filing fee(s) as is required by Chapter 723, Florida Statutes, and any other non ad valorem assessments;

(g) Replacement utility charges charged to Park Owner or to Homeowner's lot by any federal, state, regional or local governmental entity or utility company for service of a type or nature not available on the Delivery Date in replacement or substitution, in whole or in part; of any utility or other service that is provided or is available to Park Homeowners on the Delivery Date;

(h) New utility charges charged to Park Owner by any federal, state, regional or local governmental entity or utility company that become available for the beneficial use and enjoyment of the Park's Homeowners after the Delivery Date;

(i) Any presently unknown governmental or utility charges, as defined

above, which are charged to Park Owner in the future by any federal, state, regional or local government or utility company may be charged to Homeowner in accordance with law;

(j) Costs (including interest based on Park Owner's then cost of borrowing) incurred by Park Owner as a result of actions taken by federal, state, regional or local governmental entities or utility companies but not directly billed to Park Owner by said federal, state, regional or local governmental entity or utility company. Park Owner may recapture these types of costs by means of either a monthly pro rated charge or by a lump sum charge to Homeowners; the choice of the method of implementation of such a charge shall be in the total discretion of Park Owner. These types of charges shall be charged to Homeowner after providing notice as required by Chapter 723, Florida Statutes, to the Homeowner on a pro rata basis as defined above and shall be limited to the amount of the increased costs or charges incurred by Park Owner and any maintenance and administrative costs as permitted by Section 723.045, Florida Statutes, if applicable;

(k) Charges to Homeowner resulting from governmental requirements imposed on Park Owner; and

(l) The governmental and utility charges that the residents are or may be responsible for include but are not limited to ad valorem property taxes and non-ad valorem assessments, or increases thereof; personal property taxes; excise or tourist tax; stormwater utility charges, ambulance fees; fire tax; garbage assessments; storm assessments; special assessments; Department of Business and Professional Regulation annual fee; and all costs charged by the state or local government or utility company. (This includes any assessment of any back taxes or impact fees which may be assessed and this may be passed on to any Homeowners even if they were not Homeowners for the year of the back assessment.) These charges will be considered as increased if the Park Owner has been assessed any of the charges since the last notice of increase in lot rental amount or if the Park Owner has paid any of the charges within one year of the date of the corresponding notice of increase in lot rental amount is given. Ad valorem property taxes and utility charges, or increases of either of them, may be assessed to the Homeowner more often than annually (at any time during the term of the lot rental agreement).

(4) **Pass-through Charges:** Pass-through Charges shall be deemed as comprising part of the Lot Rental Amount. Pass through charges are Homeowner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. Homeowner's proportionate share of pass-through charges shall be an amount calculated by dividing equally among the affected developed lots in the Park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Park.

(5) **Assessments:** Assessments include separately itemized charges in addition to the Base Rent (and not otherwise collected as part of the lot rental amount, but shall be deemed as comprising part of the Lot Rental Amount), for specific one-time costs to the Park. Assessments will be imposed as set forth in the notice of assessment.

9.2 **Different Base Rents:** Different Base Rents for lots within the Park may be charged at the sole discretion of Park Owner based upon lot size and/or location, or upon other factors which could logically be utilized in establishing values of lots within the Park. The Base Rent may be adjusted in accordance with the terms of this Prospectus at the expiration of any rental term, notwithstanding the amount of Base Rent charged in any prior period. Such a change may result in a lot rental amount decrease or increase in addition to or in amounts inconsistent with those for lots which were previously charged the same Base Rent. Any such change would only be in conjunction with a notice of increase in lot rental amount. The purpose of this paragraph is not to reserve to the Park Owner the right to change the size of any occupied lot or to change the location of any such lot, but only to reserve to the Park Owner the right to charge a different Base Rent than that previously charged for that lot based upon a re-evaluation of the size, location or other characteristics of the lot in relation to other lots which are charged the same or similar Base Rents.

9.3 **Generally:**

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

(b) The dollar amounts set forth in the Lot Rental Agreement represent only the amounts charged for each rental category on the Delivery Date. As disclosed in this Prospectus, such amounts are subject to increase.

(c) Wherever "-0-" appears above a blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the Park Owner on the Delivery Date. As disclosed in this Prospectus, the Park Owner may, from time to time, commence the imposition of charges for such category and, once such charges have been imposed, such charges shall be subject to increase, as described in this Prospectus.

(d) Nothing in this Prospectus shall be deemed a waiver of the Park Owner's right to collect from the Homeowner 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 Homeowner or anyone permitted to be on Park property by the Homeowner.

9.4 **Acceleration and Breach:** In the event of a breach by Homeowner of the Lot Rental Agreement, the Park's Rules and Regulations, or the Park's Prospectus, all of which are deemed incorporated into this Agreement pursuant to Section 723.031(10), Florida Statutes, or of Chapter 723, Landlord may do any or all of the following: terminate the Lot Rental Agreement as provided in section 723.061, Florida Statutes; begin a legal proceeding in accordance with Chapter 723 to regain possession of Homeowner/Tenant's/occupant's leased lot; and/or maintain an action for collection of all accrued Lot Rental Amount. In addition Landlord may declare the Lot Rental Amount, for the entire balance of the current lease term to be due and payable, and accelerate same and take any other action allowed hereunder, or by law, or agency rule of any agency having authority over the Landlord/Tenant relationship, to collect same. Acceleration does not apply in the case of eviction due to a change in land use or for failure to become qualified to become a resident of the Park.

ARTICLE 10
INCREASE IN LOT RENTAL AMOUNT

10.1 **General:** The Lot Rental Amount means and refers to all financial obligations, except User Fees, which are required as a condition of the tenancy in the Park. Each of the categories of charges currently or hereafter comprising a part of the Lot Rental Amount, as set forth above, are subject to periodic increases by Park Owner. However, except for increases resulting from the imposition of ad valorem property taxes, non ad valorem assessments, utility charges, and pass-through charges (or increases of any), the Lot Rental Amount will not be increased more frequently than annually. Park Owner may increase the Lot Rental Amount on a date other than the date of expiration of the initial Lot Rental Agreement, if the subsequent agreement is for a term exceeding twelve months, and providing that any increase in Lot Rental Amount shall occur no more frequently than annually.

10.2 **Notice of Increase:** Homeowner shall be notified of any increase in Lot Rental Amount at least ninety (90) days prior to the effective date of such increase; nonetheless, utility charges may change periodically and those charges paid by Homeowner as disclosed in this Prospectus will automatically be adjusted without additional notice to Homeowner to correspond to the rates charged by the service provider.

10.3 **Factors Affecting Increases:** The amount of an increase in the Lot Rental Amount, or any component thereof, will be based on or supported by one or more of the following costs, criteria, or

factors. An increase or change in one or more of the following costs, criteria, or factors may result in an increase in the Lot Rental Amount, or any component thereof. The Park, at its discretion, may increase the monthly Lot Rental Amount in an amount equal to the sum of all or a combination of the factors listed below:

(a) **Increased Operating Expenses**: This factor refers to any increases in the "operating expenses" not previously relied upon to support a prior increase in the Lot Rental Amount. The amount of the Lot Rental Amount may be increased so that it is sufficient to cover all operating expenses. Operating expenses means all costs, charges and expenses, of every kind and nature, paid, experienced, or incurred by the Park Owner in owning, operating, managing, maintaining, repairing and administering the Park.

(b) **Prevailing Market Rent**: Prevailing Market Rent refers to the Lot Rental Amount, or component thereof, imposed in comparable parks or the Lot Rental Amount, or component thereof, willingly paid from time to time by new residents of this Park. A park will be deemed comparable if it is located in the same general vicinity as this Park, offers similar densities, amenities and services, and is similar in character to this Park, including relative size, quality and resale value of the home, or if the park can be adjusted to a reasonable degree of comparability.

(c) **Prevailing Economic Conditions**: Prevailing Economic Conditions refers to those factors which bear on the economic viability of the Park as a real estate investment and which would be considered by a prudent businessman in establishing the Lot Rental Amount, or component thereof, or any increase in the amount thereof. These factors may include, but are not limited to:

(1) The costs attendant to the replacement of this Park in the economic environment existing at the time of any rental increase, including land acquisition costs, the costs of obtaining the necessary licenses, permits and governmental approvals, construction costs, and losses associated with the operation of a park prior to full occupancy, and the level at which the Lot Rental Amount must be established in order that the Park Owner will realize a reasonable return on the costs referred to in this paragraph.

(2) The levels of interest rates and other financing charges associated with construction, interim and permanent financing.

(3) The availability of alternative forms of real estate investments which, absent the increase in question, might reasonably be expected to yield a greater return on investment capital.

(4) The levels of the Consumer Price Index, or in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be generally accepted as a replacement index for the Consumer Price Index.

(5) The level at which the Lot Rental Amount must be established in order that the Park Owner will realize a reasonable rate of return on the "Park Owner's Equity," as compared to the return or profit offered by other real estate investments with similar risks. For this purpose, the Park Owners Equity" refers to the fair market value of the Park from time to time, less existing mortgage indebtedness.

(6) Other economic factors which might reasonably be expected to affect either the value of the Park, the rate of return available to the Park Owner 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 factors which would be taken into consideration by a prudent businessman in considering the amount of Lot Rental Amount increase required in the Park in order to realize a rate of

return similar to other at risk real estate ventures on the then current value of the Park.

(d) **Capital Improvements:** To the extent permitted by law, Homeowner may also be required to bear, in the form of increases in the Lot Rental Amount, the costs incurred by the Park Owner in installing capital improvements or performing major repairs in the Park.

10.4 **Factors Affecting Governmental and Utility Charges:** That portion of the Lot Rental Amount which is composed of governmental and utility charges, if any, shall be affected by the assessment of previously undisclosed government or utility charges by federal state or local government, changes in the rates assessed for the provision of such services and taxes and assessments by any federal, state, regional or local government or utility authority. The total amount of or an increase in such rates or charges may result in the passing on of a governmental or utility charge. An increase in the rate of any utility or service shall be imposed immediately without additional notice to the Homeowner. The costs charged to Park Owner by a federal, state, regional or local government or utility authority for such services and taxes, if any, shall be allocated on a pro rata basis among the leased lots or by such other means as are established by the acts of government. Governmental and utility charges shall be based on the total amount of the charge or increased cost to the Park Owner.

10.5 **Factors Affecting Pass Through Charges:** The Homeowner will be responsible for payment of those pass through charges assessed to Park Owner by federal, state, regional or local government. The charges may be assessed more often than annually and will be assessed based on each Homeowner's proportionate share.

10.6 **Purchasers Assuming a Rental Agreement:** Purchasers of a home who assume the remaining term of the rental agreement then in effect between the Park Owner and the seller of the home, are hereby notified that Park Owner reserves the right to increase the Lot Rental Amount to be paid by the purchasers upon the expiration of the assumed rental agreement in an amount deemed appropriate by the Park Owner, up or equal to the prevailing market rate, as defined above. Any rent guarantee given to the seller of the home shall expire and shall not be transferable to the purchaser of the home. The seller of a home within the Park is required to inform any potential purchaser of the existence of this potential increase and to advise the Park Owner of the imminent sale of the home, and the purchaser's name and address upon a sale. Prior to occupancy, the purchaser must agree to the increase in the Lot Rental Amount in writing, or inform the Park Owner that the purchaser will remove the home from the Park.

ARTICLE 11

USER FEES

11.1 **General:** The Homeowner may be offered nonessential optional services provided by the Park for which a User Fee will be charged. The Homeowner will be responsible for payment of the User Fee; but only if s/he desires to use such service and agrees to the provision by the Park of the service.

11.2 **Current User Fees:** As of the Filing Date, the Park charges the following User Fee for the optional services listed: **None**.

11.3 **Notice of Increase In User Fee:** Notice of an increase in a User Fee charged for a particular service will be provided to the affected Homeowner at least fifteen (15) days prior to the effective date of the increase. Notice of such increase will be given by personal delivery or U.S. regular mail. Notice by U.S. regular mail will be deemed given upon the mailing of the notice to the Homeowner's last known address on record with the Park Owner.

11.4 **Increases in User Fees:** User Fees are subject to periodic increases by Park Owner. Factors which may affect the level of increases in User Fees are as follows:

- (a) Increased Operating Expenses - refers to any increases in the costs, charges and

expenses, of every kind and nature, paid or incurred by the Park Owner in providing such service.

(b) **Prevailing Market Rate** - refers to the User Fees imposed in other parks or by similar providers for like services, or the User Fee willingly paid from time to time by other users of such services.

(c) **Prevailing Economic Conditions** - refers to factors which bear on the economic viability of providing such service and which would be considered by a prudent businessman in establishing the User Fee amount.

ARTICLE 12

PARK RULES AND REGULATIONS

12.1 **Existing Rules and Regulations**: The Rules and Regulations in effect as of the Filing Date are attached to this Prospectus as **Exhibit "C."**

12.2 **Changes in Rules and Regulations**: The Park Owner may, from time to time, amend the Rules and Regulations by modifying or changing any existing rule or regulation or adopting any new rule or regulation; provided, however, Park Owner shall give at least ninety (90) days prior written notice of such amendment to each affected Homeowner and the board of directors of the Homeowners' association, if one has been formed, 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 Park Owner prior to the expiration of the ninety (90) day period.

12.3 **Failure to Enforce Rules**: The failure of the Park Owner to enforce any rule or regulation of the Park shall not impose any liability against the Park Owner in favor of any resident, Homeowner, or any other person; nor shall the failure to enforce be deemed a waiver of the Park Owner's right to require compliance with or bar the enforcement of any such rule or regulation in the future.

ARTICLE 13

LAND USE CLASSIFICATION

13.1 **Current Land Use Designation**: As of the Filing Date, the land use designation applicable to the Park is "Mixed Use 2" (MXD-2). The assigned zoning classification is Mixed Use 2 (MXD-2).

13.2 **Zoning Authority**: The applicable zoning authority having jurisdiction over the Park is the City of South Daytona.

13.3 **Future Changes in Zoning Classification**: As of the Filing Date, the Park Owner has no definite future plans for changes in the use of the land comprising the Park; but reserves the right to change the use of the land comprising the Park in a manner not inconsistent with Chapter 723, Florida Statutes and applicable zoning laws.

ARTICLE 14

MISCELLANEOUS

14.1 **Amendment of Prospectus**: The Park Owner reserves the right to amend this Prospectus or any exhibit thereto, from time to time, to the extent permitted by law.

14.2 **Exhibits**: Exhibits attached hereto are as follows:

Exhibit A:	Mobile Home Park Layout
Exhibit B:	Lot Rental Agreement
Exhibit C:	Rules and Regulations

14.3 **Effective Date:** All information provided within this Prospectus, unless otherwise stated herein, is effective as of the date the Prospectus is deemed adequate. The Park Owner assumes no continuing responsibility to keep such information current, except as may be required by statute or lawfully promulgated rule or regulation therefrom. This Prospectus is not intended to provide all information about the Park, but to provide the minimum information concerning the Park necessary to satisfy the requirements of Chapter 723, Florida Statutes, as in effect on the date the Prospectus is deemed adequate.

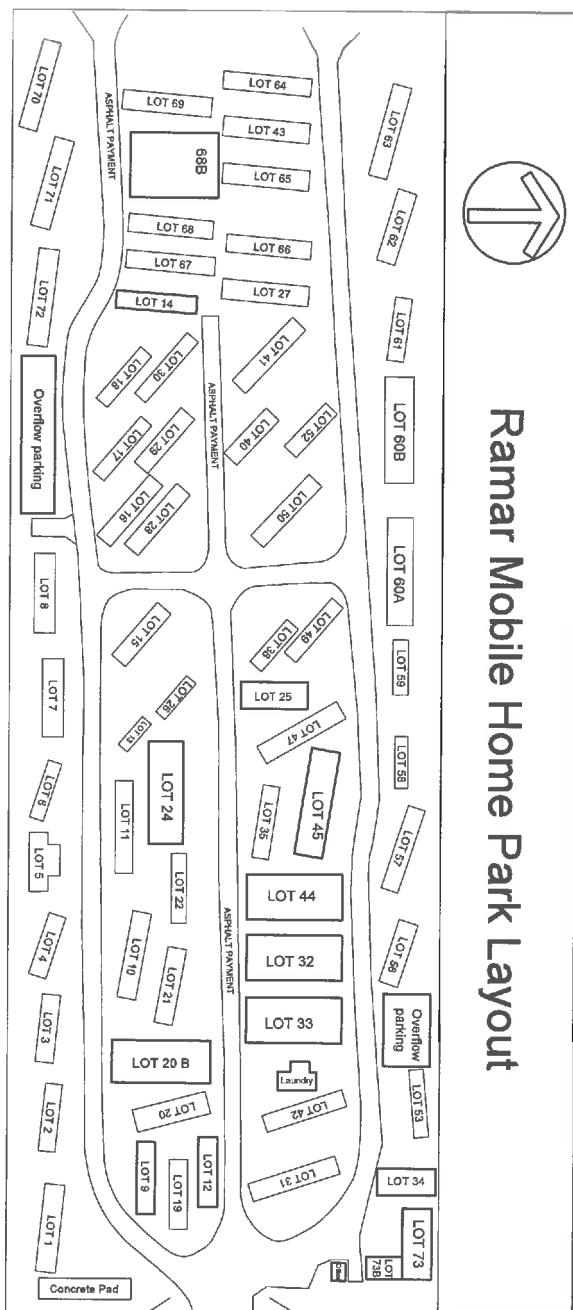
14.4 **Determination by Division:** The Division determined on 5 FEB 2021 that this Prospectus was adequate to meet the requirements of Chapter 723, Florida Statutes.

14.5 **Prospectus Identification Number:** The identification number assigned by the Division to this Prospectus is PR 8970 / PRMZ 001312 - P2 PROSPECTUS

14.6 **This Prospectus Applies To Lot Numbers:** 1 through 73B (excluding Lots 23, 36, 37, 39, 46, 48, 51, 54, 55).



Ramar Mobile Home Park Layout



13 January 2021

APPROVED FEB 05 2021

RAMAR MOBILE HOME PARK

Below is a list of Mobile Home Lots that will be offered the Prospectus:

- 1) Lot 1
- 2) Lot 2
- 3) Lot 3
- 4) Lot 4
- 5) Lot 5
- 6) Lot 6
- 7) Lot 7
- 8) Lot 8
- 9) Lot 9
- 10) Lot 10
- 11) Lot 11
- 12) Lot 12
- 13) Lot 13
- 14) Lot 14
- 15) Lot 15
- 16) Lot 16
- 17) Lot 17
- 18) Lot 18
- 19) Lot 19
- 20) Lot 20
- 21) Lot 20B
- 22) Lot 21
- 23) Lot 22

- 24) Lot 24
- 25) Lot 25
- 26) Lot 26
- 27) Lot 27
- 28) Lot 28
- 29) Lot 29
- 30) Lot 30
- 31) Lot 31
- 32) Lot 32
- 33) Lot 33
- 34) Lot 34
- 35) Lot 35

- 36) Lot 38

- 37) Lot 40
- 38) Lot 41

RAMAR MOBILE HOME PARK

39) Lot 42

40) Lot 43

41) Lot 44

42) Lot 45

43) Lot 47

44) Lot 49

45) Lot 50

46) Lot 52

47) Lot 53

48) Lot 56

49) Lot 57

50) Lot 58

51) Lot 59

52) Lot 60A

53) Lot 60B

54) Lot 61

55) Lot 62

56) Lot 63

57) Lot 64

58) Lot 65

59) Lot 66

60) Lot 67

61) Lot 68

62) Lot 68B

63) Lot 69

64) Lot 70

65) Lot 71

66) Lot 72

67) Lot 73

68) Lot 73B

EXHIBIT "B"
RAMAR MOBILE HOME PARK
LOT RENTAL AGREEMENT

THIS LOT RENTAL AGREEMENT ("Rental Agreement"), made this _____ day of _____, _____ between **WHAT BOX SON, LLC, the owner of and doing business as RAMAR MOBILE HOME PARK ("Park Owner")**, with an on-site office address of 1930 S Ridgewood Ave., Office, South Daytona, FL 32119 (**the "Park"**), and jointly and severally:

(individually and collectively "**Homeowner**") whose family and other authorized tenant(s) consist of _____ person(s) who is/are authorized to reside in the manufactured home and whose name(s) is/are:

("Approved Tenant(s)"). Homeowner and Approved Tenant(s) shall be collectively referred to as "**Tenant.**" The Park Owner and Tenant will be collectively referred to as **the "Parties."**

WITNESSETH, that Park Owner, for and in consideration of the covenants and agreements contained herein does hereby lease to Tenant Lot Number _____ **1930 S Ridgewood Ave., South Daytona, Volusia County, Florida 32119 (the "Lot")**, subject to the terms and conditions set forth herein. It is specifically understood and agreed by and between the Parties hereto that this is a bona fide offer to lease for a specified term upon the same terms and conditions as leases offered to other similarly situated tenants in the Park. It is specifically understood and agreed by and between the Parties that Chapter 723, Florida Statutes, governs this Rental Agreement.

1. **Term.** The rental term of this Rental Agreement shall be for a period of _____ [if left blank, the rental term shall be for one (1) year from the date of signing this Rental Agreement], commencing on the ____ day of _____, _____ ("**Effective Date**") and terminating on the ____ day of _____, _____ ("**Termination Date**"). *Note:* No rental agreement shall be offered by Park Owner for a term of less than 1 year; however, the initial term may be less than 1 year in order to permit Park Owner to have all rental agreements within the Park commence at the same time. Thereafter, all terms shall be for a minimum of 1 year.
2. **Renewal.** Upon reaching the Termination Date, this Rental Agreement shall automatically be extended for an additional period of one year and for additional one year periods thereafter, unless Tenant notifies Park Owner in writing thirty (30) days prior to the Termination Date of Tenant's intention to terminate the Rental Agreement and vacate the premises.
3. **Computation of Lot Rental Amount.** Lot Rental Amount means and refers to all financial obligations, except User Fees, which are required as a condition of the tenancy. Lot Rental Amount is the lump sum amount paid by Tenant for the use and occupancy of the Lot and use of the Park's Shared Facilities. The Lot Rental Amount for each Lot will be comprised of five (5) components as set forth below:

I. Base Rent: Tenant shall pay Park Owner the sum of \$ _____ on or before the first (1st) day of each month covered by this Rental Agreement (**the "Base Rent"**). If the commencement of the Rental Agreement begins on a day other than the first day of the calendar month, Tenant shall pay only a prorated amount, in the sum of \$ _____ for that calendar month, so that successive payments will fall due by the 1st day of each month thereafter. The prorated amount shall be due upon the commencement of the Rental Agreement. Tenant and Park Owner agree that Lot Rental Amount is not paid until actually received by Park Owner,

regardless of the cause for delay in receipt. Payment shall be made via Resident's Online Resident Portal, or, in the alternative by check, cashier's check, money order or bank electronic funds transfer drawn on a U.S. financial institution. Park Owner reserves the right to refuse a personal check.

II. Special Use Fees:

- 75 for the first applicant or \$100 for up to two applicants**
- a. Application Fee -- \$ _____. This fee will be charged by Park Owner, as allowed by law, to cover the cost of qualifying prospective resident(s) of the Park which includes, but is not limited to, interviewing the prospective resident(s), processing the application for residency along with other relevant documents, and investigating the personal background and references of the prospective resident(s).
 - b. Late Payment Fee -- \$ 50 plus \$ 10 /per day that the Lot Rental Amount remains past due. (Applicable only in the event Homeowner is delinquent with a monthly payment of Lot Rental Amount. All payments of Lot Rental Amount shall be due on the first day of each month and shall be deemed to be past due if not paid by the fifth day of each month).
 - c. Return Check Fee of -- \$ 50 will be charged as an administrative charge for all checks returned by Homeowner's bank for any reason whatsoever. This charge is in addition to any charge imposed by the bank(s).
 - d. Additional Guest and/or Visitor Fee -- The base rental amount is based upon the occupancy of the premises by not more than 2 persons. There will be an additional charge of \$ 5 per day for each extra person who occupies the premises for more than fifteen (15) consecutive days or thirty (30) total days per year. Any additional person must be specifically approved by the Park Owner in writing.
 - e. Attorney's Fees -- \$ Actual. The Homeowner shall pay for all reasonable attorney's fees incurred by the Park as the result of any action taken by the Park against the Homeowner to collect delinquent Lot Rental Amount, enforce the Lot Rental Agreement or the Park Rules and Regulations, whether suit is brought or not, and whether such fees are incurred before or at trial or on appeal. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Homeowner is the prevailing party, the Homeowner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes. Likewise, if Park Owner is the prevailing party, Park Owner is entitled to a reasonable attorney's fee to be paid by the Homeowner.
 - f. Pro rata share of the cost of major repairs or improvements to the Park \$ Actual.
 - g. ~~Insurance fee -- \$ _____. If available for his home, Homeowner is required to obtain an insurance policy or policies of comprehensive liability (of not less than \$300,000), fire, windstorm, hurricane, and flood insurance insuring Park Owner and Homeowner against perils arising out of the ownership, use, occupancy or maintenance of the manufactured home Lot and all areas appurtenant thereto including the coverage for the removal of the manufactured home after a fire, windstorm, flood or Act of God. If Homeowner fails to procure and maintain said insurance, Park Owner may, but shall not be required to, procure and maintain same and charge Homeowner for the expense of the policy or policies.~~
 - h. Pet Fee -- of \$ 15 per pet per month.
 - i. Special Service Fee -- A special service fee of \$ 35 per hour, but not less than \$ 35 per service call, plus materials, for any repair, maintenance, or service (other than those specifically and separately mentioned herein) that is performed by the Park or its contractors, but which is the responsibility of the Homeowner or which is requested by

Homeowner. If special service work is required, after 7 days prior notification of a deficiency necessitating such work, the Park Owner will perform the work and the special service fee will be charged to Homeowner.

- j. Rule Violation Fee -- This fee shall be equal to the greater of (1) \$ 50 per day for each day a violation is committed or continues, or (2) the amount of any funds expended or costs incurred by the Park Owner as a result of a violation of a Park rule by Homeowner or by any person residing in his home or in the Park with his permission, plus an amount equal to twenty percent (20%) of such costs and expenses. The total amount is payable on or before three days after notice by the Park Owner to the Homeowner of the violation of the Park Rules and Regulations and of the amount due from the Homeowner.
- k. Excess Water Use Fee -- \$ per the bill per incident of excess watering. This fee will apply in instances when watering of Resident's Lot or any portion thereof, or of landscaping or trees located thereon is done in such volume or at such a rate as to result in water running off of Resident's Lot onto another lot, or a common area of the Park, or into the street.
- l. Garbage Containment Fee -- If it becomes necessary for Park Owner to place Homeowner's garbage in proper containers because Homeowner fails to do so, there will be an additional charge of \$ 35 assessed to Homeowner for each occurrence.
- m. Large Item Trash Removal Charge -- a minimum of \$ 100 A garbage and/or trash "removal" fee for items which are not collected as part of the normal garbage or waste removal services provided in the Park (i.e. refrigerators, large appliances, etc.) if Homeowner fails and/or refuses to remove same. The maximum charge for such removal will be \$ 500.
- n. Pest Control Fee -- A fee for control of pests on the Lot \$ 10 per month for regular service to control pests on the Lot and a one-time charge for service provided by the Park for a specific pest control problem.
- o. Skirting and/or Manufactured Home Cleanup Fee -- A skirting cleanup fee of \$ 150 if Homeowner fails or refuses to keep the skirting clean and free of debris or to keep the exterior of the manufactured home clean. "Clean" for purposes of this charge shall mean free of grime, mildew, dirt or debris as visible from a Park roadway or an adjacent Lot.
- p. Entrance Fee -- \$ 500 An entrance fee is applicable to any manufactured home placed in the Park. (This fee does not apply to the purchaser of a manufactured home situated in the Park).
- q. WaterCraft and/or Vehicle Storage Fee -- \$ 35 per month for storage of watercrafts and/or vehicles in the Park's designated overflow parking area.
- r. Storage Fee -- \$ starting at \$35 for storage of items other than vehicles in the Park storage area.
- s. Abandoned Property storage/removal fee -- \$ min \$35 / min \$100 not to exceed the noticed monthly lot rental amount for storage of manufactured home, automobile or other personal property abandoned by Homeowner, or remaining on the manufactured home Lot after termination of Homeowner's tenancy, plus costs incurred by Park Owner in removal of same
- ~~t. Mailbox Fee -- \$ _____ per month for use of a Park mailbox.~~
- u. Speeding Fee -- \$ 45 per incident of driving in the Park at a speed in excess of the posted speed limit.
- v. Damage to Property Fee -- \$ Actual Homeowner will be held financially responsible for damage to private or Park property, including underground services, caused by Homeowner, his

family, guests, agents, sublessees or contractors. The fee will be equal to the actual cost of repairs, materials and labor, including fees for contractors and service personnel.

- w. Home Removal Deposit -- \$ 750 . To ensure that the Park is compensated for any damage to the Lot resulting from the removal of the manufactured home or the failure of Homeowner to properly restore the Lot at the time of removal of the manufactured home, Homeowner shall within seven days prior to removal of the home from the Park pay a Home Removal Deposit. The Park reserves the right to claim against the deposit for the cost of repair or restoration of the Lot or for any cleanup of the Lot after removal of the home.
- x. Recycling Fee -- \$ Actual Homeowner's pro rata share of a recycling fee imposed on the Park by city or county government.
- y. Damaged Home Removal Fee -- \$ Actual for the cost of removing Homeowner's damaged or destroyed home after notice to Homeowner of his obligation to do so and his failure to comply.
- z. Cost of Special Notices -- \$ 75 for actual costs incurred by Park Owner to furnish notices to Homeowner regarding: (1) non payment of Lot Rental Amount; (2) non compliance with a provision of Homeowner's Lot Rental Agreement and/or Prospectus; (3) non compliance with any Park rule or regulation. Such costs include but are not limited to attorneys fees, mailing costs, secretarial time and costs of posting of notices.
- aa. Prospectus replacement fee -- \$ 35 per copy for replacement of lost, damaged or destroyed Prospectus.
- ~~bb. Security Card -- \$ _____ per card after the first card issued to the Homeowner.~~
- cc. Subleasing Fee -- \$ 100 which is _____ % of sublease rent. This fee will be charged if subleasing is authorized by Park Owner, and is to cover the cost of interviewing the prospective resident, processing the application for residency along with other relevant documents, investigating the personal background and references of the prospective resident, and conducting a credit investigation.
- dd. Improper Parking Fee -- Parking of vehicle on street, sidewalk, swale or lawn without prior written permission of Park Owner - \$ 25 per day or any part thereof.
- ee. Storm Readiness Fee -- A storm readiness fee of \$ 125 shall be charged if Park Owner must properly secure Resident's mobile home against a storm as a result of Resident's failure to do so including the installation, maintenance, repair, or replacement of hurricane shutters or other hurricane related work. However, in no event is Park Owner obligated to secure Resident's home against any Act of God.
- ff. Unapproved Pet Fee -- \$ 5 per pet per day that an unapproved pet remains in the home after receipt of written demand from Park Owner for removal of the pet.
- gg. Tree Removal and Tree Trimming Fee -- \$ Actual . The actual costs of tree removal and/or tree trimming shall be shared equally between Homeowner and Park Owner.
- hh. Administrative Fee for Water Usage Reading and Billing -- \$ 5 per month.
- ii. Meter re-read fee -- \$ 15 . For each re-reading of a meter requested by Homeowner after the initial meter reading regardless of the results of the re-reading.
- jj. Security Deposit -- Homeowner shall pay \$ starting at \$400 which shall be held as a security deposit for Homeowner's faithful performance of the Lot Rental Agreement and against any damage

caused to Park Owner's property by Homeowner, his family and guests.

- kk. Water -- Homeowner shall pay \$per the bill per month in water, based on usage as determined by the individual water meter installed at each lot.
- ll. Sewer -- Homeowner shall pay \$per the bill per month for sewer, based on usage as determined by the individual water meter installed at each lot.
- mm. Waste Disposal (garbage and trash collection) -- Homeowner shall pay \$per the bill per month as their proportionate share for waste disposal services.

III. Governmental and Utility Charges: Governmental and Utility Charges shall be deemed as comprising part of the Lot Rental Amount. Park Owner reserves the right to charge Tenant a pro rata share of the total amount of a governmental or utility charge other than "pass through charges" imposed on the Park by any state or local government or utility company. Pass through charges will be charged on a proportionate share basis as discussed below. If Park Owner charges any of these to Tenant it will do so only in conformity with Chapter 723, Florida Statutes. In addition, such costs will only be recovered from Tenant residing on those lots affected and will be passed on based on a pro rata share calculated based on the number of leased manufactured home lots in the Park. Park Owner will pass on these charges, at any time during the term of the Rental Agreement, provided that the ad valorem property taxes, non-ad valorem assessments, and utility charges are not otherwise being collected in the remainder of the Lot Rental Amount. The governmental and utility charges which may be charged to Tenant are detailed in the Prospectus.

IV. Pass-Through Charges: Pass-through Charges shall be deemed as comprising part of the Lot Rental Amount. Pass through charges are Tenant'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. Tenant's proportionate share of pass-through charges shall be an amount calculated by dividing equally among the affected developed lots in the Park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Park.

V. Assessments: Assessments include separately itemized charges in addition to the Base Rent (and not otherwise collected as part of the lot rental amount, but shall be deemed as comprising part of the Lot Rental Amount), for specific one-time costs to the Park. Assessments will be imposed as set forth in the notice of assessment.

- 4. **Increases in Lot Rental Amount.** The Lot Rental Amount, including each of the categories of charges currently or hereafter comprising a part of the Lot Rental Amount, as identified above and as fully detailed in the Prospectus, are subject to periodic increases by Park Owner. The Lot Rental Amount will not be increased more frequently than annually. Park Owner may increase the Lot Rental Amount in an amount equal to the sum of all or a combination of the factors disclosed in the Prospectus.
- 5. **No Assignment or Subletting.** Tenant shall not assign this Rental Agreement, or any interest therein, and shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises without the specific, written consent of Park Owner; any assignment or subletting without Park Owner's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.
- 6. **Rules and Regulations.** Tenant agrees to abide by all Rules and Regulations of the Park and agrees that violation thereof may be grounds for eviction from the Park pursuant to Section 723.061, Florida Statutes. The current Rules and Regulations and the Prospectus are attached hereto and incorporated herein by reference, and the Parties agree that the Rules and Regulations, as from time to time

amended, are covenants and provisions of this Rental Agreement and are reasonable and necessary for the proper and efficient operation of the Park and for the health, safety and welfare of the residents of the Park.

Tenant understands and agrees that the Park Rules and Regulations may be amended from time to time by Park Owner. Park Owner agrees that the Rules and Regulations will not be changed without written notification to Tenant at least ninety (90) days prior to implementation of any such changes, Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety and welfare may be enforced prior to the expiration of a 90-day period.

7. **Grounds for Eviction.** Park Owner may evict a mobile homeowner, a mobile home tenant, a mobile home occupant, or a mobile home pursuant to Section 723.061, Florida Statutes, for the following summarized reasons:
- a. Nonpayment of Lot Rental Amount.
 - b. Conviction of a violation of a federal or state law or local ordinance, if the violation is detrimental to the health, safety, or welfare of other residents of the mobile home park.
 - c. Violation of a Park Rule or Regulation, this Rental Agreement, or Chapter 723, Florida Statutes.
 - i. For the first violation of any properly promulgated rule or regulation, rental agreement provision, or this chapter which is found by any court of competent jurisdiction to have been an act that endangered the life, health, safety, or property of the park residents or employees or the peaceful enjoyment of the mobile home park by its residents, the mobile home park owner may terminate the rental agreement, and the mobile homeowner, tenant, or occupant must vacate the premises within 7 days after the notice to vacate is delivered.
 - ii. For a second violation of the same properly promulgated rule or regulation, rental agreement provision, or this chapter within 12 months, the mobile home park owner may terminate the tenancy if she or he has given the mobile homeowner, tenant, or occupant written notice, within 30 days after the first violation, which specified the actions of the mobile homeowner, tenant, or occupant that caused the violation and gave the mobile homeowner, tenant, or occupant 7 days to correct the noncompliance. The mobile homeowner, tenant, or occupant must have received written notice of the ground upon which she or he is to be evicted at least 30 days prior to the date on which she or he is required to vacate. A second violation of a properly promulgated rule or regulation, rental agreement provision, or this chapter within 12 months of the first violation is unequivocally a ground for eviction, and it is not a defense to any eviction proceeding that a violation has been cured after the second violation. Violation of a rule or regulation, rental agreement provision, or this chapter more than 1 year after the first violation of the same rule or regulation, rental agreement provision, or this chapter does not constitute a ground for eviction under this section.
 - d. Change in use of the land comprising the mobile home park, or the portion thereof from which mobile homes are to be evicted, from mobile home lot rentals to some other use, provided all tenants affected are given notice in accordance with Chapter 723, Florida Statutes.
 - e. Failure of the purchaser, prospective tenant, or occupant of a mobile home situated in the mobile home park to be qualified as, and to obtain approval to become, a tenant or occupant of the home, if such approval is required by a properly promulgated rule.

8. **Quiet Enjoyment.** In consideration of the prompt payment of the monthly Lot Rental Amount and otherwise performance of all covenants and conditions to be performed by Tenant and compliance with all the Rules and Regulations Tenant shall have peaceful and quiet enjoyment of all the demised premises for the term of this Rental Agreement.
9. **Notices.** The name and address of Park Owner or a person authorized by Park Owner to receive notices is set forth in the Prospectus. Written notices from Park Owner to Tenant shall be mailed or delivered to Tenant at the Lot, or by posting the notice on the door of Tenant's manufactured home on the Lot. All notices sent pursuant to and as required by Chapter 723, Florida Statutes whether sent by Tenant or by Park Owner, shall be sent in compliance with the applicable statutory provision.
10. **Non Waiver.** The rights of Park Owner contained herein are cumulative, and failure of the Park Owner to exercise any right shall not operate to forfeit any other rights of Park Owner. No waiver by Park Owner of any condition or covenant shall be deemed to constitute or imply a further waiver of that or any other conditions or covenants.
11. **Agreement Binding on Successors.** This Rental Agreement shall be binding upon and inure to the benefit of Park Owner and Tenant, and their respective heirs, personal representatives, successors and assigns.
12. **Park Approval.** A purchaser of Tenant's manufactured home who intends to apply for residency in the Park must qualify with the requirements for residency in the Park under the Park's Rules and Regulations and must be approved in writing by the Park Owner before taking occupancy.
13. **Eminent Domain.** In the event that during the term of this Rental Agreement any portion of the Tenant's space is taken by eminent domain, Park Owner or Tenant shall have the right to terminate this Rental Agreement as of the date of taking; however, in no event shall Tenant be entitled to have any right in the proceeds awarded to Park Owner in such proceeding except as provided by Section 73.072(1), Florida Statutes. The Park Owner agrees to prorate any Lot Rental Amount received by Park Owner from Tenant as of the date of taking.
14. **Acceleration and Breach.** In the event of a breach by Tenant of the Rental Agreement, the Park's Rules and Regulations, or the Park's Prospectus, (all of which are deemed incorporated into this Rental Agreement pursuant to Section 723.031(10), Florida Statutes), or of Chapter 723, Landlord may do any or all of the following: terminate the Rental Agreement as provided in Section 723.061, Florida Statutes; begin a legal proceeding in accordance with Chapter 723 to regain possession of Tenant's leased lot; and/or maintain an action for collection of all accrued Lot Rental Amount. In addition, Landlord may declare the Lot Rental Amount, for the entire balance of the current lease term to be due and payable, and accelerate same and take any other action allowed hereunder, or by law, or agency rule of any agency having authority over the Landlord/Tenant relationship, to collect same. Acceleration does not apply in the case of eviction due to a change in land use or for failure to become qualified to become a resident of the Park.
15. **Entire Understanding.** This Rental Agreement represents the entire understanding of the Parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, inducements or conditions, express, implied, or written. No termination, revocation, waiver, modification or amendment of this Rental Agreement shall be binding unless in writing and signed by all of the Parties.
16. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter and vice versa.
17. **Invalidity of One or More Provisions.** In the event that any section, paragraph, or subparagraph of this Rental Agreement is held unenforceable by any court, this Rental Agreement shall be deemed to

have been executed by the Parties hereto with such sections, paragraph, or subparagraphs not having been included herein, and the remainder of the Rental Agreement shall not be void thereby.

IN WITNESS WHEREOF, the Parties have executed this Rental Agreement as of the day and year first above written.

_____[SIGN]
HOMEOWNER

_____[PRINT]
HOMEOWNER

_____[SIGN]
HOMEOWNER

_____[PRINT]
HOMEOWNER

_____[SIGN]
TENANT

_____[PRINT]
TENANT

_____[SIGN]
TENANT

_____[PRINT]
TENANT

_____[SIGN]
PARK OWNER/MANAGER

Omar Capellan_____[PRINT]
PARK OWNER/MANAGER

EXHIBIT "C"
RAMAR MOBILE HOME PARK
RULES AND REGULATIONS

This Park offers Equal Housing Opportunities. We do business in accordance with Federal Fair Housing Laws and will not illegally discriminate against any person because of race, color, age, religion, sex, handicap, familial status or national origin in the sale or rental of housing or residential lots; advertising the sale or rental of housing; financing of housing; or in providing real estate brokerage services.

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

These Rules and Regulations are intended to maintain the appearance and comfort of the Park for you and your visitors. A copy of the Rules and Regulations will be posted in a conspicuous place in the Park and must be observed by all Residents, guests, family members and invitees. Residents shall require all persons on the lot with their consent to govern themselves in accordance with the Rules and Regulations and in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace.

The term "Resident" as used in these Rules and Regulations shall include the Homeowner as defined by the Prospectus, as well as all approved occupants of the home. The term "Park Owner" has the same meaning as defined in the Prospectus. Park Management and Park Managers are authorized agents and operators of Park Owner.

1. FIFTY-FIVE AND OLDER COMMUNITY.

This Park is intended and operated for occupancy by persons 55 years of age and older. As such, the Park shall adhere to the requirements of the Housing for Older Persons Act of 1995 ("HOPA"), and it is the policy of the Park to ensure that the Park complies with HOPA requirements. Consequently, at least 80 percent of the occupied units must be occupied by at least one person who is 55 years of age or older as of the date of occupancy. Children (under 18 years of age) visiting a Resident, or any guest in the Park, are limited to 15 consecutive days or a cumulative total of 30 days per year. Children under age 18 using any of the Shared Facilities must be supervised by Homeowner. Park Owner has authority to grant exceptions (on a case by case basis) to the above restrictions.

As part of the Park's normal leasing or purchasing arrangements, at the time of application for initial occupancy, or upon demand of Park Owner, all prospective residents and all existing Residents shall be required to produce for inspection and copying, the following age verification documentation: (1) Driver's license; (2) Birth certificate; (3) Passport; (4) Immigration card; (5) Military identification; (6) any other state, local, national, or international official documents containing a birth date of comparable reliability; or (7) a certification in a lease, application, affidavit, or other document signed by any member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older.

To continually verify the initial information supplied by the Resident of the Park, and as part of the Park's normal operating procedures, at least once every two years, the Park will conduct a survey of all Residents of the Park. During this survey all Residents will be required to provide the names and ages of all current occupants of the home, in writing, to Park Owner. Failure to provide the written occupant documentation shall constitute a violation of these Rules and Regulations and the Residents may be subject to eviction pursuant to Section 723.061, Florida Statutes.

The minimum age for all residents is 55. Park Owner reserves the right, in its sole discretion, to grant exceptions to the minimum age requirements of this Rule, while still maintaining compliance with HOPA.

2. ENFORCEMENT OF RULES AND REGULATIONS.

A. Prior to admission to this Park, each Resident must read the Park Rules and Regulations as set forth herein. Please note that ignorance of a Rule or Regulation cannot be accepted as an excuse for violation. Every effort will be made by Park Owner to ensure that the Rules and Regulations are enforced and that your safety and comfort are not disturbed. Your cooperation is absolutely essential in enforcing these Rules and Regulations.

B. Notwithstanding Park Owner's express intent to enforce the Park Rules and Regulations and to require compliance therewith by all Park Residents, compliance and enforcement is a matter between the Park Owner and the offending Resident, and as such, no other Resident has any right against Park Owner to require or compel Park Owner to enforce the Rules and Regulations against another Resident.

C. It shall be considered a violation of these Rules and Regulations if a Resident shall lose possession of his manufactured home for reason of foreclosure of a lien against said manufactured home or as a result of a sheriff's levy; assignment for the benefit of creditors; bankruptcy and/or receivership. Any successor in interest who may have possession, care, custody and/or control of the Resident's manufactured home may not except as required by Chapter 723, Florida Statutes, be allowed to maintain occupancy of that manufactured home in the Park. This limitation does not pertain to the ordinary sale of a manufactured home which home otherwise meets Park standards and is sold to prospective purchasers who are otherwise acceptable Residents for entry into the Park.

3. NOTICE OF VIOLATION OF RULES AND REGULATIONS.

Park Owner will contact Residents who violate a Rule or Regulation by means of a personal visit, a telephone call, and/or a NOTICE OF RULE VIOLATION issued in accordance with Section 723.061, Florida Statutes. It is expected that all Residents will correct the violation in a timely manner, in accordance with Section 723.061. Violations could lead to possible eviction proceedings in accordance with Section 723.061. Please note that your total adherence to these Rules and Regulations is absolutely essential to provide you and your neighbors a peaceful surrounding.

4. ACCEPTANCE OF LOT RENTAL AMOUNT/LATE CHARGE & DELINQUENT NOTICE.

Timely payment of the Lot Rental Amount, in full, is required; partial payments will not be accepted. Lot Rental Amount is due on the first day of each month and must be paid on or before the fifth day of the month. A late charge will be assessed to any Resident whose payment is not received by Park Owner (including mailed-in payments) on or before the fifth day of the month. Payment shall be made via Resident's Online Resident Portal, or, in the alternative, by check, cashier's check, money order or bank electronic funds transfer drawn on a U.S. financial institution. Park Owner reserves the right to refuse a personal check, or to require that personal checks be drawn on financial institutions licensed or authorized to do business in Florida, including international banking corporations or international development banks licensed pursuant to Chapter 663, Florida Statutes. Park Owner may require proof of such licensing or authorization before acceptance of a personal check. A charge will be assessed to Resident for any personal check that is not honored for any reason. Additionally, in the event a personal check is returned not paid for any reason or proceedings are instituted to enforce Park Owner's rights, Park Owner may

require that all future payments of Lot Rental Amount be made by certified funds, a money order or bank electronic funds transfer only. Lot Rental Amount is payable only in United States Funds. The Resident's Lot Number must appear on the check, money order, or bank draft. For safety purposes, cash is not accepted for any reason. In the event that the Resident fails to pay the Lot Rental Amount on or before the fifth day of the month, Park Owner will issue a delinquent notice requiring the Resident to either pay all monies due or be subject to an eviction action pursuant to section 723.061, Florida Statutes. In the event that Park Owner chooses to initiate legal proceedings for eviction, the prevailing party shall be entitled to a reasonable attorney fee in addition to court costs.

5. OCCUPANCY.

A. Any person applying for admittance as a Resident of the Park must fill out an application for residency, pay an application fee and be interviewed by Park Owner. All prospective Residents must be approved by Park Owner and must sign a Rental Agreement prior to occupancy of a manufactured home currently in the Park or moving a manufactured home into the Park. Park Owner has the right to reject a prospective Resident for any reason not prohibited by law. Park Owner will not approve a prospective Resident who provides false or misleading statements, whether orally or in writing, within the rental application or in any statement or document offered in support of a request for residency approval. Each Resident of the home must be approved for residency by the Park Owner. No one other than those executing the Rental Agreement shall be allowed to own or to reside upon the lot set forth in the Rental Agreement without prior written consent from the Park Owner. Written approval of the Park Owner is required as to any change in the name or number of persons in the manufactured home. The purchase of a Resident's home by those who have not executed the Rental Agreement or obtained written consent from Park Owner shall not constitute permission or right for the purchaser(s) to reside within the Park. An application for residency and credit check must be completed and approved, a Prospectus delivered, and a Rental Agreement signed, prior to: (i) arrival of the Resident's manufactured home in the Park; or (ii) occupancy of a home already in the Park. The Park Owner reserves the right to refuse to accept further Lot Rental Amount and terminate the Rental Agreement of anyone who, after proper notices pursuant to section 723.061, Florida Statutes, fails to comply with these Rules and Regulations.

B. Only homes owned and occupied by persons who have applied for residency in the Park and who have been approved as such by Park Owner are permitted to reside in the Park. The principal occupant of each home in the Park must be its legal owner. Each Resident at or over the minimum age established herein or otherwise approved by Park Owner for residency in the Park must have signed a copy of the Rental Agreement prior to occupying the home.

C. Lot Rental Amount is based on no more than two (2) persons per home.

6. PROCEDURES FOR REVIEW OF REQUESTS FOR OCCUPANCY.

A. Prospective Residents of the Park must be approved by Park Owner. Approval is based upon: (1) completion of a questionnaire provided for this purpose; (2) credit, background, reference check and criminal history check; and (3) an interview of all persons planning to occupy the manufactured home. Such written approval will not be unreasonably withheld; however, Park Owner does reserve the right to refuse admission to the Park by any person(s) not deemed suitable to Park Owner in its sole discretion. Any misrepresentation, whether written or oral, made by the prospective Resident in information provided on the registration card or credit application; or statements as to number, age, or identity of persons residing in the home; or about pets, personal background, or past landlords, is deemed material and fraudulent and made to induce the Park Owner to admit the prospective Resident. Any such misrepresentation shall be deemed a conclusive breach of the Rental Agreement and shall void the approval of the request for occupancy.

B. The prospective Resident must provide evidence of gainful employment and provide the name, address and telephone number of the employer and the name of the supervisor, if applicable, so that employment information and salary can be verified, and must provide consent to the employer to divulge the information to Park Owner. Prospective Residents living on investment or pension income, social security, A.F.D.C. or other governmental aid must provide proof of amount of income and durability of income, along with necessary consents to verify the information.

C. Factors to be considered in review of an application for residency:

1. Credit rating by individuals or businesses having credit experience with Resident or by credit bureau report.
2. Reports from previous landlords and current landlord.
3. Report of employer as to veracity, trustworthiness and character.
4. Resident must provide copy of Title, Bill of Sale, Contract or other written evidence showing ownership of the manufactured home to be located in the Park, and the name, address, account number and telephone number of any lien holder.

D. Grounds for denial of residency in the Park. Denial may result because of the existence of any of the following items, but is not limited to such items:

1. Falsification of information on application.
2. Refusal and/or inability to provide requested information.
3. Conviction of a crime (other than a minor traffic infraction) under the law of any state, or the United States or conviction or violation of the laws or ordinances of any state, or the United States or any county, municipality or local governmental entity which would have endangered the life, health, safety or property of the Residents of the Park or interfered with the peaceful enjoyment of the Park by its Residents.
4. Unfavorable credit information.
5. Unfavorable report of present or previous landlord.
6. Unfavorable report of employer.
7. Lack of showing of ability to meet financial obligations to the Park.
8. Home to be located in Park not in compliance with the Park's requirements as set forth herein or in the Park's Prospectus.
9. Home to be located in Park over 5 years old. This criteria may be waived by Park Owner upon inspection and approval of the home.
10. Exhibiting attitude to Park Owner that the Rules and Regulations of the Park will not be respected and followed by applicant.
11. Refusal to sign Park Rental Agreement.
12. Refusal to pay a financial obligation disclosed pursuant to Chapter 723.035, Florida Statutes, and uniformly charged by the Park to incoming Residents.
13. Refusal to read and accept the Rules and Regulations.
14. Having too many persons applying to occupy the home or a pet that does not qualify.

7. SALE OF MANUFACTURED HOME.

A. The owner of the home has a right to sell her/his manufactured home within the Park, and the prospective purchaser may become a resident of the Park. However, the prospective purchaser must qualify pursuant to the requirements of these Rules and Regulations, complete the requisite application, pay an application fee and be approved by Park Owner. Thus, any prospective Resident must qualify for

and obtain prior written approval of Park Owner to become a Resident of the Park.

1. Notice to the Park Owner. Resident shall immediately give Park Owner notice of her/his intent to sell the home. The owner of the home has the right to sell his/her manufactured home while such home is located in the Park; provided, however, Resident shall give Park Owner the first right of refusal to purchase Resident's manufactured home as provided in these Rules and Regulations. Upon receipt of a fully executed purchase agreement for the sale of Resident's manufactured home (the "Purchase Agreement"), Resident must give Park Owner written notice of the Purchase Agreement with a copy of the Purchase Agreement attached (the "Notice"). Park Owner shall have ten (10) days following its receipt of the Notice (the "Option Period") to elect to purchase Resident's manufactured home upon the same terms and conditions set forth in the Purchase Agreement. Park Owner's election to purchase the manufactured home shall be made by written notice to Resident prior to the expiration of the Option Period. In the event Park Owner does not elect to purchase Resident's manufactured home, Resident is permitted to sell the manufactured home. If the sale of the manufactured home by Resident does not timely occur, then Park Owner's right of first refusal shall reapply to any further sale of Resident's manufactured home. Park Owner may seek injunctive relief to enforce this provision if Resident fails to strictly comply.

2. Application Form. The Park Owner is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser, or as relates to the proposed lessee, as may reasonably be required by the Park Owner in order to enable Park Owner to responsibly investigate the intended purchaser, or proposed lessee within the time limits extended to the Park Owner for that purpose as hereinafter set forth. The application shall be completed and submitted to the Park Owner along with and as an integral part of the Notice.

3. Application Fee. This fee will be charged by the Park Owner, as allowed by law, to cover the cost of interviewing the prospective Resident, processing the application for residency along with other relevant documents, investigating the personal background and references of the prospective Resident, in qualifying a prospective Resident of the Park.

4. Failure to Obtain Approval of Park Owner. Any person who purchases a manufactured home situated in the Park but does not, prior to occupancy of the home, qualify as, and obtain consent of Park Owner to become a resident of the Park, shall be subject to eviction pursuant to Section 723.061(1)(e), Florida Statutes.

5. Disapproval by the Park Owner. The Park Owner may disapprove the application of a prospective purchaser to become a resident of the Park if the prospective purchaser does not qualify under the Park Rules and Regulations to become a Park Resident. Such disapproval shall be grounds to deny such purchaser the opportunity to assume the Resident's lease and shall be grounds for eviction in the event such proposed purchaser has taken possession of the respective home. In the event of disapproval, the Park Owner may pursue all remedies available at law or in equity.

B. Park Owner shall have the right to inspect the exterior of the manufactured home prior to approving a prospective purchaser as an acceptable resident in that manufactured home. Homes brought into the Park after the effective date of these Rules and Regulations must meet all state and local code requirements, including but not limited to anchoring, electrical and plumbing. Prior to written approval of the purchaser as a resident of the Park, the seller and the purchaser must provide written assurance to Park Owner that any repairs or changes to the home will be made as necessary to bring the home into compliance with Park standards as set forth in these Rules and Regulations. Park Owner has the right to deny approval of the prospective purchaser if such written assurance is not provided.

C. Resident may display one "For Sale" sign, no larger than 12 inches x 18 inches, inside the manufactured home window. This sign may display only the words, "For Sale" or the equivalent plus an address or telephone number where further information may be obtained. Because of safety and security considerations, any home offered for sale must be registered with the Park Owner before a sign is displayed. All outside realtors, brokers, home movers or service companies working in the Park must

show proof of insurance before starting work. Those without proof of insurance on file will be stopped from performing work inside the Park until such proof of insurance is presented to the Park Owner. General notices and articles for sale may be posted on the bulletin board and readerboard.

D. The Park Owner requires that all manufactured homes in the Park be maintained in conformance with the Park's established standards for quality, safety and appearance as set forth in the Prospectus and these Rules and Regulations. Failure to meet the Park's requirements in accordance with the written notice provided by Park Owner shall be a violation of these Rules and Regulations.

E. Park Owner requires that Residents comply with the requirements of all governmental agencies, including but not limited to City, County, State, and/or federal rules, regulations, and/or standards such as those of the Department of Motor Vehicles, the State of Florida, Volusia County, City of South Daytona, and HUD.

F. All homes within the Park are subject to regular external inspections and failure to comply with the standards stated in these Rules and Regulations shall result in a notice of rule violation and may result in termination of residency pursuant to Section 723, Florida Statutes.

G. The application and approval procedure set forth in these Rules applies to the transfer of a manufactured home which has been inherited, foreclosed upon, or otherwise transferred by law.

8. REMOVAL OF MANUFACTURED HOME.

A. Lot Rental Amount for the balance of the current lease term will be owed as to any home which is moved and the Lot vacated prior to the end of the lease term. In the event a Resident intends to move her/his manufactured home from the Park s/he must give written notice to Park Owner of that intent at least 30 days prior to the end of the lease term. Movement of homes from the Park must be made between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, so Park Owner may have an inspector present. Only transporters of manufactured homes, properly authorized by governing authorities, are permitted to move homes into or out of the Park. Such transporters, contractors, home movers and/or service providers must provide Park Owner with a certificate of insurance in the amount of \$2,000,000.00 to insure against damage to Park property. Prior written permission from the Park Owner is required prior to any move of a manufactured home either into or out of the Park. All current charges must be paid in full to Park Owner before the home is moved from the Park.

B. Resident shall require transporters, contractors, home movers and/or service providers to deliver to Park Owner: (1) a security deposit (the "Deposit") or a surety bond ("Bond") which security deposit or surety bond is the exclusive responsibility of the transporter, contractor, home mover and/or service provider and which shall be in an amount which is the greater of \$20,000 or 110% of the amount of the removal contract, which Deposit or Bond and which shall serve as security to insure the removal of the improvements in a workmanlike fashion and for restoration of the Lot, and (2) a certificate of general liability insurance in an amount of not less than two million dollars (\$2,000,000.00) to ensure against personal injury and damage to property. Before the removal of improvements can commence, contractors, home movers and service providers working on the removal of the improvements or on the Lot restoration must show proof of insurance in the amount of \$2,000,000.00 to ensure against damage to Park property, proper licenses and permits. Resident shall have 5 days from the date of commencement of the removal of the improvements to complete the removal of the improvements and the Lot restoration or Park Owner may use the deposit or the bond to complete said removal of the improvements and Lot restoration. In the event of Resident's default under the provisions of this rule the transporter, contractor, home mover and/or service provider shall not be entitled to any refund of any unused portion of the deposit or bond, it being acknowledged that said deposit or bond shall be deemed forfeited should the transporter, contractor, home mover and/or service provider fail to complete the removal of the

improvements in accordance with the terms and conditions of this paragraph.

C. Any Resident who removes her/his home is responsible for removal of all items and materials the Resident brought onto or installed on the home site. The home site must be left in a clean and neat fashion to include resodding at the home site after the home is removed. Any expenses incurred by Park Owner in restoring the site to the condition the site was in prior to Tenant's tenancy at the Park will be charged to Resident. All utility connections shall be sealed and identified. When these obligations have been met, Resident shall notify Park Owner and an inspection of the Lot will be made. Once Park Owner determines that the Lot has been properly cleared, Resident's responsibility for Lot Rental Amount shall cease. If Resident fails to properly clear the Lot, Park Owner shall do so and Resident shall be charged a fee for cleanup.

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

E. Removal of a home during the lease term without prior written consent of Park Owner shall constitute a breach of Resident's Rental Agreement and subject Resident with the obligation for payment of all Lot Rental Amount owed for the remainder of the lease term. Resident must be current in payment of its Lot Rental Amount and other obligations to the Park and if the home is to be moved prior to the end of the current lease term prepay or make arrangements acceptable to Park Owner to pay the Lot Rental Amount, and user fees if applicable, through the end of Resident's current lease term. Resident is advised that Park Owner retains a lien on the home and its accessory structures on the Lot for any unpaid Lot Rental Amount pursuant to Chapter 713, Florida Statutes.

9. SET-UP: NEW AND RESALES.

A. The location and positioning of the home on the Lot will be carried out under the direction of Park Owner. Park Owner's written approval of the style, quality, size and type of all proposed additions or other improvements to the Resident's home or lot will be subject to Park Owner's prior written approval and will be based on factors such as the size, location, and the proposed location of equipment, additions or other improvements in relationship to other lots in the Park. Only new homes (never previously occupied) and used homes which have been approved in advance in writing by Park Owner as acceptable for location within the Park will be allowed in the Park. A plot plan showing the location of the home, accessory buildings and any improvements existing and proposed to the home or Lot shall be submitted to the Park Owner. Written approval from the Park Owner is required prior to the commencement of any work.

B. Resident agrees that the following standards and requirements shall be met and completed by a licensed contractor (as required by local building authorities) under a proper building permit issued through the applicable local agency (as required by local building authorities). Resident must first obtain written approval from Park Owner prior to installing any addition to the Lot.

1. Homes must be placed in a uniform manner, properly blocked, and all utilities connected in accordance with the City of South Daytona and Park Owner's specifications. Homes must be anchored immediately, as required by all governmental regulations.

2. Cabanas, porches, screened in rooms, and Florida rooms, must conform with the appearance of the home to which it is attached and shall be constructed of aluminum, masonry, vinyl, or other material approved by the Park Owner, and be of an approved size and construction and in an approved location.

3. Awnings shall be of aluminum or vinyl and be of a size, type, and construction which will complement the appearance of the home and the Park.

4. Carport shall be constructed of aluminum which conforms with the appearance of the home to which it is attached.
5. All new homes entering the Park must have removable hitches which shall be removed upon anchoring.
6. Homes must be fully skirted and skirting must be made of painted pressure treated wood, vinyl, concrete, aluminum or painted cedar.
7. Homes must have all fire prevention equipment required by law.
8. Central heat and air conditioning installed in accordance with all applicable codes and regulations. 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.
9. Reflective house number displayed on the side of the home. Each number shall be 4' high off the ground and easily readable from the street servicing the site. House numbers must be maintained to the standard of a well-maintained home in the Park.
10. Residents are responsible for maintaining the driveway and replacing any broken pavers upon notice from Park Owner.
11. All concrete installed or placed upon the Lot by Resident must be removed by Resident at the time the manufactured home is removed from the Lot.
12. Concrete, wood, or fiberglass steps, approved by Park Owner prior to installation, must be installed at the front entrance of the home.
13. Where the Park has provided a paved parking area at the front of the Lot, the Resident, at Resident's expense, is responsible for maintaining this paved area, and if damaged during the tenancy, the Resident must repair same.
14. No privacy fences will be allowed to be installed on the Lot. This restriction includes lattice, vinyl, wood, or any other type of fencing material.
15. With prior written approval of Park Owner, which shall not be unreasonably withheld, awnings, porches or decks may be placed on the Resident's Lot. Any such improvement or addition must be in compliance with local zoning, building and related ordinances.
16. Utility sheds must be aluminum or painted sheet metal and anchored on a poured concrete slab. They may not be erected on the patio slab. No shed can exceed 6 x 8 feet.
17. All porches and decks must be constructed of treated wood and all exposed sides are to be skirted to match the home. Proper handrails must be installed on all exposed sides.
18. Window coverings visible from the street shall be limited to blinds, shutters, drapes, curtains or similar standard window treatments. No aluminum foil, sheets, towels, blankets, mattresses or similar materials (other than window blinds, vertical blinds, mini blinds or drapes) may be placed in windows or doors.

C. All of the materials utilized in connection with the erection and completion of the manufactured home as contained within these Rules and Regulations shall be of a quality, type, style and pattern approved in advance in writing by Park Owner. Park Owner shall have control over the manner of installation or attachment of the home and of any accessory structures, and all installation and construction shall be consistent and compatible with other homes in the Park. All home plans and designs shall be approved in writing by Park Owner prior to the commencement of the erection of the home upon the home site. All installations shall comply with Federal, state and local laws, and regulations, and shall comply with all standards referenced within the Park's Rules and Regulations and Resident's Prospectus and Lot Rental Agreement.

D. Exceptions. Park Owner reserves the exclusive, unrestricted right to grant exceptions to the referenced Resident required improvements due to, including but not limited to, space limitations and design considerations, in cases where the intent of the requirement is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Park by other Residents or when the basis for the variance is deemed sufficient in the discretion of Park Owner.

10. LOT IMPROVEMENTS BY RESIDENTS.

A. Improvements are encouraged; however, any construction of or addition to a manufactured home, and its location, including but not limited to porches, skirting, steps, awnings, concrete slabs, carports, stone or concrete walkways, and the like, will not be permitted unless the Resident obtains prior written approval from the Park Owner and obtains the necessary governmental approvals and permits when required. All construction must meet applicable City, County, state, and/or federal building code, rules, regulations, and/or standards, and be performed by licensed contractors and subcontractors approved by Park Owner and the appropriate building inspectors during construction. All construction plans must be filed with and approved by Park Owner prior to commencement of any construction or installation of any building, structure, or other improvement to the Lot. If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of the Resident. In addition to all other remedies available to it, Park Owner may require the Resident to remove any unapproved construction or addition at the expense of the Resident. Resident must consult Park Owner before doing any digging, as certain utility and service connections are underground. Cost of repairs for damaged underground services will be assessed to Resident who damages any underground service. Each Resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Park standards as well as City, County, State, and/or federal rules, regulations, and/or standards and other restrictions of record. All improvements must be completed within thirty (30) days. For additional information on Park Standards, please see "Lot Care" below.

B. Improvements made upon utility easements (such as sprinkler systems, concrete slabs, sheds, or other structures) may have to be removed or modified at the Resident's expense if the easement holder needs to make use of the easement. To locate a utility easement on your Lot, please consult with Park Owner.

C. Resident is responsible for maintaining, at Resident's expense, the driveway on Resident's Lot, and if the driveway is damaged during the Resident's residency, Resident must repair same at her/his expense.

D. No basketball hoops (either portable or stationary), weight benches, trampolines, pools, outdoor exercise equipment or other outdoor recreational equipment, major appliances or vehicles are permitted on the Lot. Resident hereby indemnifies and holds harmless Park Owner, its affiliates and its or their officers, directors, employees, assigns and agents with respect to any claims, damages, loss or cause of action arising from the use of same. No pools are permitted except temporary "toddler" wading pools that are less than 5 feet in diameter and no more than 6 inches deep. Said approved "toddler" pools must be emptied and stored away in an acceptable location following each and every use, and may never be left unattended while containing any amount of water. Resident may not post "Beware of Dog" or "No Trespassing" type signs at the residence.

11. LAUNDRY-DRYING.

A. No hanging or "sunning" of laundry, to include but not limited to: clothes, towels, rugs, rags, or other laundry or wearing apparel, is permitted at any time on the home, the Lot, or on any other temporary or permanent structure on the home site.

B. Resident is liable for all injuries, losses or other damage to any person or property caused by the installation, maintenance, or use of any laundry-drying device(s) or other or other energy saving device.

12. LOT CARE.

It shall be the responsibility of Resident to ensure that her/his manufactured home and Lot are properly maintained. In general, and except as expressly provided to the contrary in the Prospectus or these Rules and Regulations, each Resident is responsible for the maintenance and repair of her/his manufactured home, manufactured home Lot, and all improvements thereon, including drainage of the home site to the Park's storm drainage system; maintenance of landscaping, including tree trimming and removal, edging, lawn mowing and trimming, and any other landscaping on the home site; maintenance of the irrigation system, if any; home site subsidence (other than that resulting from sinkhole activity) which may cause foundation modification and fill requirements for the home or home site, and any other events which may cause Resident to incur expense to maintain or repair those items within the boundaries of the home site.

A. All Residents must maintain their manufactured home, yard, and all applicable buildings in compliance with all applicable City, County, and the State of Florida housing and health codes. Each Resident shall be responsible for the maintenance and cleanliness of her/his Lot. Bottles, cans, boxes, equipment, or debris of any matter shall not be stored outside or beneath the manufactured home, or in a screened enclosure or patio.

B. Watering hoses may not be left unattended. Excessive watering which causes draining into streets, carports, adjacent home sites or under homes is not permitted. Automatic lawn sprinkler systems must be approved prior to installation and must be constructed in accordance with applicable local and state regulations after appropriate permits are obtained. The watering of lawns may be restricted to designated days and times of day and by other methods to preserve this resource. Resident must trim and edge along walkways, driveways and streets before becoming overgrown. Park Owner approved landscaping material in place on the home site at the time of occupancy must be maintained by the Resident. Park Owner approved landscaping material which is destroyed or damaged by neglect, lack of water, or vehicular traffic must be repaired or replaced by Resident at Resident's expense.

C. Home sites are to be kept free of dead limbs, palm fronds 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 Park Owner prior to planting. All trees, shrubs and plants on the Lot are the property of the Park and are not to be moved by Resident. Nonetheless, plants and shrubs planted by Resident may be removed when vacating the Lot with Park Owners approval. Existing trees or shrubs must not be damaged or removed by Resident without prior written permission of Park Owner.

D. Resident cannot remove trees without having first obtained all required permit(s) and having obtained the prior written consent of Park Owner. If the trunk of the tree is located on a shared boundary line between two occupied manufactured home lots) the actual costs of tree removal and/or tree trimming shall be shared equally between the adjacent Residents. If the trunk of the tree is on a boundary line separating the Resident's Lot from a common area of the Park or from an unoccupied lot the actual costs of tree removal and/or tree trimming shall be shared equally between Resident and Park Owner. If the trunk of the tree is located entirely within a common area of the Park, it may be trimmed or removed by consent of Park Owner with costs shared equally by the Resident and Park Owner. Resident is responsible for trimming and maintenance and/or removal of all trees and shrubs located on the manufactured home Lot. Dead trees that have fallen on Resident's Lot, regardless of the source, or trees or shrubs damaged by high winds, disease or by any other Act of God or in any other way, must be removed by Resident, at Resident's sole expense, within seven (7) days of occurrence of death or damage of the affected trees or shrubs. Trees and shrubs located on the Lot or on a shared boundary line must be kept well groomed at all times by Resident. Vegetable gardens and gardening must be approved by Park

Owner.

E. Residents who are going to be absent from the Park for more than thirty (30) days must notify the Park Owner as to what arrangements have been made for the necessary grounds care as well as any security arrangements for the home, if any. Park Owner reserves the right to do the necessary work so that the Lot will meet the standards of the Park during Resident's absence from the Park. The costs will be charged to the Resident as set forth in the Prospectus. Residents are required to furnish Park Owner with a current address and telephone number, as well as the name and telephone number of the person responsible for the maintenance of their home and space during their absence.

F. Manufactured home parks by necessity contain extensive underground facilities; therefore, no digging of any sort will be permitted without prior written consent of Park Owner.

13. PARK STANDARDS FOR HOME AND HOME SITES.

A. All manufactured homes and Lots must be kept in good repair. Residents must immediately repair any water leaks in or from pipes or fixtures that occur in parts of the pipes or fixtures which are the Resident's responsibility as set forth in the Prospectus. Broken windows, peeling paint, dull exterior of a manufactured home, or dirt, grime or mildew visible from a Park roadway or an adjacent lot must be repaired and/or fixed by Resident. The exterior surfaces of the manufactured home (including the eaves, trim and skirting) shall be kept clean and free of mildew or discoloration. "Clean" shall mean free of grime, mildew, dirt or debris as visible from a Park roadway or an adjacent lot. Manufactured homes must be washed at least annually. Peeling, fading, or damaged exterior surfaces must be restored to the condition of a well maintained home in the Park. Changes from the original material and color of a screened area must be approved by the Park Owner prior to installation. All exterior materials used in upgrading must be approved in writing by the Park Owner prior to their use on the home. The materials used must be consistent with the types of materials used on well-maintained homes in the Park.

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

C. If the manufactured home is totally destroyed by fire, windstorm, an Act of God, or any other means and the proper governmental agencies determine that the same may not be occupied for such reasons, Resident may terminate the Rental Agreement upon fifteen (15) business days' written notice to Park Owner, whereupon Resident's obligation to pay Lot Rental Amount shall terminate either (i) at midnight on the 15th day specified in such notice or (ii) at the end of the month during which the fire occurred, whichever comes last; provided, however, that Resident's obligation to pay Lot Rental Amount shall not terminate under any circumstances until Resident, at its sole expense, has cleared the Lot of said destroyed manufactured home and all debris from such fire, together with all property of Resident.

D. All electrical, sewer, water and gas lines which are the responsibility of Residents shall be maintained by Resident. There shall be no alterations by Resident to any Park-owned utility lines. Resident shall be responsible for repairs to utilities as set forth in the Prospectus.

14. HURRICANE PREPARATIONS.

A. Manufactured homes, including appurtenances such as carports, screen rooms, and

exterior utility rooms, damaged by hurricanes, or by any other cause, must be repaired or rebuilt to the condition of a well maintained home or appurtenance in the Park, or to Park standards as set forth in these Rules and Regulations and the Prospectus.

B. Each Resident who plans to be absent from the Park during the hurricane season must prepare their home prior to departure by designating a responsible person or entity to care for the home during the Residents absence in the event that the home should suffer hurricane damage. The designated person or entity shall be registered with Park Owner . The designated person or entity shall contact Park Owner for permission to install or to remove hurricane shutters or perform other hurricane preparation related work on the home. If permission is given by Park Owner for the performance of such work, then the approval shall be conditioned upon Park Owner also approving the quality of the materials to be used and the aesthetic appearance of the materials.

C. Hurricane tie-downs are required by the laws of the State of Florida local state and/or federal law and every manufactured home brought into the Park must be so secured, in accordance with the law, within thirty (30) days from the date of arrival, at Resident's expense. Residents who are to be absent from the Park in excess of four (4) days shall prepare their manufactured homes for any storm so that it and other manufactured homes are protected. All movable items which may blow shall be placed inside the manufactured home.

D. Any damaged home declared uninhabitable by either a federal, state or local government agency or the Resident's insurance company may be removed and disposed of by Park Owner if the Resident fails to do so, at Resident's expense.

15. FLORIDA STATE LICENSE DECAL.

A. All Residents must maintain current state registration decal on their manufactured home. A copy of the current registration must be furnished to Park Owner by Resident on an annual basis.

B. Current state license decal(s) shall be conspicuously displayed on the manufactured home at all times, in the lower left-hand corner of a window which faces the street.

16. VEHICLES.

A. The Park's streets are private and not public thoroughfares. Only individuals having a current and valid driver's license may operate a motor vehicle in the Park. The term "vehicle" shall have the same meaning as the term "motor vehicle" as defined in Section 320.01, Florida Statutes. Further, a "personal vehicle" shall mean a Resident's non-commercial car, truck, SUV, station wagon, minivan, or passenger van which is used for personal transportation which does not exceed "1-ton" and is without advertising logos, signage, decals, and stickers. All vehicles must have liability insurance in the minimum amount required by State law. Only personal vehicles licensed and used for daily transportation will be allowed to be operated in the Park. All other vehicles, including but not limited to, any commercial vehicle, any vehicle exceeding a "1-ton" classification, large trucks, cargo vans, step vans, semitrailers, motorhomes, recreational vehicles, buses, campers, boats, off-road vehicles, utility trailers of any type, boat trailers, motorcycle trailers or any similar vehicles, must be removed from the Park. Park Owner will ban from the Park any vehicles that, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Park.

B. Residents must park their vehicles in the parking area designated for their Lot. The Resident is permitted a total of two (2) vehicles per lot, provided there is adequate room on the driveway. Without prior written consent of Park Owner, no vehicle shall be parked in or on Park common areas,

other than those areas specifically designated for parking. All vehicles must have liability insurance in the minimum amount required by Florida law. As a security measure, all automobile doors must be locked. The street right-of-way may not be used for parking. In the event there is not sufficient space, it is the responsibility of the Resident to locate parking or storage outside the Park and not on other Residents' lots. Parking on roadways within the Park or on lawns, swales, green areas or vacant lots or on undeveloped portions of the Park is strictly prohibited. Vehicles are not to be parked on the grass at any time. Vehicles in violation of these Rules and Regulations may be towed away without notice at the Resident's expense, payable to the towing service and not to the Park Owner. Residents are responsible for their guests' vehicles.

C. Mechanical or other repair work of vehicles or boats is not permitted at the Lot or elsewhere within the Park. Only personal vehicles licensed and used for daily transportation may be washed on Resident's Lot. Vehicles without current licenses and tags, or which are inoperable or in a state of disrepair, including but not limited to those which are rusted, dented, or unpainted or which are missing external parts, are not to be stored on the Lot or in any other area within the Park.

D. Campers, motor homes, boats or delivery vehicles will be permitted for 24 hours for loading and unloading. Persons may remain overnight or to otherwise reside in the Park in any camper, motor home or similar vehicle not to exceed 24 hours. No boats or watercraft of any kind may be in your driveway longer than 2 (two) days. Boats, watercrafts, trailers, and additional vehicles, can be parked in the designated overflow parking area, upon written request and written approval by Park Owner, and upon payment of a monthly fee.

E. Motorcycles, mopeds, and scooters, if properly licensed, may be operated by a Resident only as transportation on Park streets via the shortest route in and out of the Park. No joyriding will be permitted within the Park by Resident or guests. ATV's, dirtbikes, minibikes, go carts, and any other type of off-road vehicles are strictly prohibited within the Park with the exception of golf carts. All permitted vehicles must have factory-type quiet mufflers. Park Owner reserves the right to prohibit any motorcycle, moped and/or motor scooter from being stored, parked and/or driven in the Park if, in Park Owner's sole discretion and opinion, said vehicle(s) are unreasonably loud and/or will disturb the health, safety, property, welfare or quiet enjoyment of Park Residents. Resident shall not park his/her Motorcycles, mopeds, and scooters, in front of the door to the home or in a manner that blocks access to the door of the home.

F. Golf carts can only be driven by licensed drivers and must be in good working order and must have operable headlights. Golf cart drivers must observe the posted speed limit and cannot drive a golf cart in the Park after 10:00 pm. Golf carts shall not have horns nor may any person in a golf cart play music loudly while in the golf cart. A golf cart may not be driven in the Park by an intoxicated or otherwise impaired driver.

G. Speed bumps, if installed, are a safety factor. The Park Owner is not responsible for any damage or personal injury resulting from contact with a speed bump.

H. Speeding in excess of posted limits is prohibited. All autos, motorcycles, mopeds and any other vehicle must observe the posted speed limit and obey all "stop signs" or other posted warnings. A FULL STOP must be made at all stop signs. All of these Rules and Regulations will be enforced as this is for the safety of Park Residents. Residents must inform all of their guests and visitors about the speed limit and the aforementioned Rules and Regulations.

I. Roller skating and skateboarding are prohibited within the Park.

- J. Bicycles, golf carts and pedestrians have the right of way.
- K. Only individuals having a current and valid driver's license may operate a motor vehicle (including a golf cart) in the Park.
- L. The repair and/or building of boats in the Park is prohibited.
- M. Bicycle riding in the Park after sunset is permitted only if bicycles are equipped with front lights in working order and reflectors on the rear of the bike. Bicycle riders must obey all street signs.

17. PETS.

A. Park Approval: Prior written approval from Park Owner must be obtained for any pet which is to reside in the Park, and such written approval must be obtained prior to the time the pet is actually brought into the Park. Resident understands and agrees that Park Owner's approval shall be conditioned upon a Third Party Pet Screening Service Provider's determination that the pet complies with certain minimum requirements.

Third Party Pet Screening Service Provider: Residents are required to formally apply through a Third Party Pet Screening Service Provider for approval to bring a pet into the Park before the pet is allowed to be brought into the Park. The Third Party screening service shall be selected by Park Owner, but the screening company and/or service is in no way affiliated with Park Owner. Applicant shall be solely responsible to request and apply through the service provider, and to pay directly to the provider any and all fees imposed for the pet screening process, as assessed by the third party provider. Resident agrees that Park Owner may and will rely on the determination of the Third Party Provider as to whether the pet complies with the minimum requirements set forth herein.

B. A maximum of two pets per home site is permitted in the Park unless otherwise approved in writing in advance by Park Owner. While outside the home, pets must be on a leash at all times. The pets must be inside pets, and true household pets. 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) are not permitted in the Park due to their size and/or aggressive natures. However, the above-stated restrictions do not apply to pets in the Park and owned by persons lawfully in residence as of the effective date of these Rules. Pets which would otherwise be in violation of these Rules, but which are in the Park as of the effective date of these Rules may not be replaced by another non-conforming pet or replaced, at all, if the Resident already has two pets.

C. Pets shall not, under any circumstances, at any time, be caged, fenced, tied or otherwise left restrained but unattended outside. No outside dog houses, dog runs, cages, or other containers of any kind for the retention of pets will be permitted on a home site.

D. Sustained barking or howling which is audible outside the home by any dog for three (3) minutes or more at any time of the day or night constitutes unacceptable dog behavior.

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

- F. All pet droppings must be picked up immediately and disposed of properly.
- G. Pet birds whose singing or other noises are not audible outside the owner's manufactured home are permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.
- H. No agricultural or wild animals or exotic creatures including, but not limited to, iguanas, snakes, or ferrets are permitted in the Park.
- I. Residents shall be liable for and shall defend, indemnify and hold the Park harmless from all personal injury or property damage caused by pets. Residents shall in addition, comply with all provisions of any rules, regulations and ordinances of any governmental authority or agency and the laws of the State of Florida with respect to dogs and other pets.
- J. Guests or invitees are permitted to bring a pet into the Park as long as the pet conforms to the requirements set forth above in this "Pets" Rule. Residents will be held responsible for any violation by the pet(s) of Resident's guests.
- K. Pets are specifically prohibited from the Park Office and from other Park recreation buildings or facilities, if any.
- L. Resident agrees to provide a copy of the pet's updated veterinarian and vaccination records upon Park Owner's request, and at least once annually.
- M. Any pet found running loose may be picked up and delivered to the local animal shelter. If the animal is wearing identifying tags, Park Owner may, but is not obligated to, first attempt to return the animal to its home.

18. TRASH/GARBAGE.

A. Garbage in the Park is collected curbside by the City of South Daytona. Before being taken to the dumpsters for disposal, all garbage must be placed in a garbage container and securely closed at all times and containers are to be placed in an area not noticeable from the street except on the morning of collection. Yard trash and cuttings must be put in plastic bags. Limbs must be tied in bundles, none over 3 feet in length. Residents are responsible for transporting their yard trash to the dumpster. Large or bulk items, especially those items which are beyond regular household waste, may not be disposed of in Park dumpsters. Residents must arrange for removal of these large or bulk items on their own and at their own expense. Cardboard boxes must be broken down flat. The Park may change the manner and method of trash collection.

B. Items such as but not limited to sanitary napkins, condoms, metal, rubber, clothes, plastic, paper towels, fabric, grease, disposable diapers, tampons (including those labeled "flushable"), and the like are not to be disposed of in manufactured home or Park toilets or drains. Expenses of purging stoppages of sewer lines of such or similar foreign objects shall be the burden of Resident whose manufactured home occupies the space from which the foreign object originated. All costs of collecting the expense of purging the lines, including, a reasonable attorney's fee, in the event a Resident fails to pay the expenses within five (5) days after written demand, shall also be the burden of such Resident. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Resident is the prevailing party, Resident shall be entitled to a reasonable attorney's fee as provided by Chapter 723, Florida Statutes. Likewise, if the Park Owner is the prevailing party, the Park Owner is

entitled to a reasonable attorneys' fee to be paid by Resident.

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

19. ANTENNAS.

No exterior antennas of any kind, nor satellite dishes shall be permitted, except those 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. To the extent allowed by federal, state or local law, Park Owner reserves the right to prohibit any specific type of antenna or satellite dish and to regulate the placement of any device. Generally, allowable devices must be installed at the rear of the home or as close to the rear of the home as possible, in the most inconspicuous location possible and must be painted in an appropriate color to match the surrounding environment. Park Owner must give written approval prior to the installation of any antenna or satellite dish.

20. RESIDENT CONDUCT.

A. Noise or conduct which Park Owner finds objectionable, which disturbs the peaceful enjoyment of the Park by neighbors, or which constitutes a nuisance to other Residents or which constitutes a breach of the peace, is prohibited. Loud noises, annoying or disruptive parties, or abusive or profane language shall not be permitted at any time in the Park. Yelling, screaming, other noise-making, or the use of profanity outside the manufactured home or inside the manufactured home if audible outside the home, are not permitted in the Park. All Residents and their invitees and guests must conduct themselves in an orderly fashion and must ensure that their pets behave in such a manner as not to annoy, disturb or interfere with other Park Residents. Residents are requested to keep noise levels from whatever source to a minimum, especially between the hours of 9:00 p.m. and 8:00 a.m. Noise which can be heard outside of your Lot will be considered too loud. Complaints filed with Park Owner by other Residents concerning noise or disturbances caused by another Resident or such Resident's guests shall be considered as evidence of a violation of these Rules and Regulations.

B. Residents will be held responsible for their guests' conduct and shall be continually responsible for the actions of Co-Residents, making full restitution for any damages occurring to another Resident's property or that of the Park Owner's. Guests may not sleep in vehicles.

C. Illegal drugs will not be permitted.

D. When leaving the Park for a period in excess of one week, Resident shall notify Park Owner in advance of the date of departure and provide Park Owner with complete information regarding insurance, contact information to reach a person who has a key to the home, if any, in case of imminent danger to the home or to obtain access to the home upon prior consent of Resident, lawn care information and an address where they can be reached during their absence from the Park, and the approximate date of return.

E. Residents are not permitted to play in the streets, vacant lots, or in the yards of other Residents without their permission, or to pass through other Residents' yards. Resident shall be held responsible for the actions of persons residing in her/his home who violate the provisions hereof or these Rules and Regulations, and for damages caused by such persons. Residents are not to climb the trees in

the Park. No ball playing is allowed in the Park streets.

F. Criminal activity in Park.

1. Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the Lot or in the Park with Resident's permission or consent, shall not:
 - a. engage in criminal activity, including drug-related criminal activity, anywhere in the Park. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance.
 - b. engage in any act intended to facilitate criminal activity, including drug-related activity, on or near said leased lot.
 - c. permit the home to be used for, or to facilitate criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
 - d. engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, at any location, whether on or near the dwelling unit, lot or otherwise.
 - e. engage in any illegal activity, including prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the Park), battery, including but not limited to the unlawful discharge of firearms or use of illegal fireworks on or near the leased lot, or any breach of the Rental Agreement that jeopardizes the health, safety or welfare of the Park Owner, his agent(s), or other Resident(s), or which involves imminent or actual property damage.
2. VIOLATION OF THIS RULE REGARDING CRIMINAL ACTIVITY IN THE PARK SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

G. Open fires may not be built on Park property. Cooking grills are permitted and are not considered to be open fires. Cooking grills must be 10' away from any structure and cannot be located underneath an overhang.

H. Residents and their guests shall not loiter or wander on the streets of the Park after the hour of 9:00 p.m. The term "loiter" means to stand idly about, linger aimlessly, or stop in the course of a trip, journey, or errand. The term "wander" means to move about without a definite destination or purpose, to roam, rove, or stray, to stroll aimlessly, or move from place to place in an aimless or leisurely manner.

I. Residents shall not feed any animals or birds in the Park except pets approved in advance in writing pursuant to the requirements of the above rule governing pets. Small bird feeders and bird baths are not allowed.

21. PARK OWNER ACCESS TO MANUFACTURED HOME AND MANUFACTURED HOME LOT.

In an emergency situation, and in accordance with Chapter 723, Florida Statutes, the Park Owner may enter a Resident's manufactured home lot and/or manufactured home to prevent imminent danger to a Resident or an occupant of the manufactured home or to the manufactured home itself. Additionally, at all reasonable times, the Park Owner may enter onto the manufactured home lot for purposes of repair

and replacement of utilities, protection of the manufactured home park, and the posting of notices pursuant to Chapter 723, Florida Statutes.

22. COMMON FACILITIES.

The Park facilities, if any, are made available during the hours set forth in the Prospectus to Residents and their guests only. The use of all recreational facilities within this Park, if any, are for Residents and their registered guests only. All guests must be accompanied by a Resident when using recreational facilities. It is the responsibility of Resident to ensure that their guest(s) observe all applicable Rules and Regulations. The facilities are provided for use by Residents and their guests on a "USE AT YOUR OWN RISK" basis.

23. IMPROPER USE OF FACILITIES.

The Resident and any guests of the Residents shall be responsible for using the facilities of the Park in a reasonable manner. Destruction, vandalizing or otherwise causing some damage to the facilities may result in Park Owner taking legal action, including but not limited to, eviction of the Resident or, if Park Owner so elects and Resident accepts, suspension of Resident's privileges to use the common area or recreational facility to which such violated rule applies. Acceptance of the suspension of privileges must be acknowledged by the Resident in writing and provided to Park Owner no later than three (3) days from receipt of the notice of violation. If Resident elects suspension of privileges, such suspension shall be for a minimum of ninety (90) days. Any subsequent violation of common area and/or recreational facilities rules within a twelve (12) month period will unequivocally be grounds for eviction in accordance with Chapter 723, Florida Statutes, without the option of suspension of privileges. In the event that there is a dispute with the Park Owner concerning the limitation of use of the facilities, Park Owner and Resident agree that the matter will be submitted to mediation from a list of mediators selected and approved by the Florida Supreme Court for use in the Circuit Court wherein the Park is located, and the Park and the Resident will each pay one-half of the cost of the mediation of this dispute.

24. SOLICITING OR PEDDLING.

Soliciting or peddling is not permitted in this Park other than Resident solicitation authorized by Chapter 723, Florida Statutes. Vendors, peddlers and agents (including representatives of nonprofit organizations and any other organizations not authorized by Chapter 723, Florida Statutes) are prohibited from commercial solicitation of any nature in the Park. Vendors, peddlers and agents, after showing proof of insurance to Park Owner, may from time to time, and only upon prior written permission of Park Owner, be permitted to conduct business from prearranged facilities in the Park at times and on dates specified by Park Owner, but at no time will door-to-door solicitation be permitted.

25. BUSINESS.

A. No business or commercial enterprises shall be permitted to operate from or within the Park without prior consent of Park Owner, and no advertising signs may be erected on the Resident's Lot or manufactured home. Babysitting, childcare, repair or maintenance of vehicles, handling of scrap metal and animal grooming for compensation are commercial enterprises and are generally prohibited within the Park, but babysitting, childcare or animal grooming which is performed occasionally or sporadically and which do not involve numerous additional vehicle trips within the Park are allowed as is 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 Park Owner, Park Owner 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) requires traffic from outside the Park to enter for the purpose of dealing with said business; (2) uses any type of sign or advertising on

the exterior of the home; (3) includes door-to-door canvassing of Park Residents; (4) interferes with the safe, pleasant, and enjoyable use of the Park by any of its Residents; or (5) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, subleasing, leasing, renting or other business use.

B. No garage, lawn or tag sales will be permitted except those authorized in writing in advance by Park Owner. No exceptions will be tolerated. Authorization for such sales held by individual Residents will be based on their agreement to restrictions on the time and manner of the sale and the nature of things to be offered for sale. Park Owner reserves the right in its sole discretion to immediately cancel or terminate any sale which results in a disruption of the quiet enjoyment of the Park by any Park Resident.

26. DANGEROUS INSTRUMENTALITIES.

Residents and their guests must obey all federal, state and local laws regarding the ownership and possession of firearms. Pursuant to Chapter 790, Florida Statutes, open carry of firearms is not permitted anywhere on Park grounds. 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 Park. The hurling of rocks, knives, eggs, sticks, and any other missiles is strictly forbidden. Fireworks are also strictly forbidden.

27. PATIOS OR DRIVEWAYS.

Only standard lawn or patio furniture will be permitted on the Resident's patio, lawn or driveway. The patio and driveway are not to be used for storage of any items, including household furniture and appliances.

28. GUESTS.

All persons who are not registered with Park Owner as approved Residents or occupants of a manufactured home within the Park are defined as guests. Guests who intend to stay in the Park for a period in excess of 48 hours must register with Park Owner as soon as possible after arrival in the Park. Guests shall not stay in the Park more than fifteen (15) consecutive days or thirty (30) total days in any year without written permission from Park Owner. Residents shall be solely responsible for the conduct of their guests. The head(s) of each family shall be continually responsible for the actions of his/her own children, guests and their guests' children, making full restitution for any damages occurring to another Resident's property or that of the Park Owner's property. All guests must comply with the Park Rules and Regulations. Guests shall not be permitted to reside or stay in the Park in the absence of the Resident. Seasonal occupants are requested to notify the Park Owner of the period during which the manufactured home is vacant. Guests must be signed in and out upon arrival in the Park. Any guest staying with a Resident in excess of fifteen (15) consecutive days or thirty (30) total days per year shall be considered an applicant for permanent residency in the Park, and shall be subject to the Park Rules and Regulations, including but not limited to the obligation to make application for residency and to satisfy the Rules and Regulations of entry.

29. UTILITY SHEDS.

All Residents are required to obtain written approval from Park Owner before installing or removing a shed. No shed can exceed 6 x 8 feet. Design, color, material and location must be approved before installing or altering a current structure. Additionally, the shed must be in accordance with the applicable local city, county and/or state building codes. Sheds are to be kept in good repair at all times and are to be anchored in case of high winds. When not in use, all toys, bicycles, tricycles, lawn care

equipment, folding lawn chairs, garden tools, ladders, and other miscellaneous must be stored in the shed.

30. COMPLAINTS AND NOTICES.

A. All complaints to Park Owner must be made in writing and signed, dated and submitted to Park Owner, at the address set forth in the Prospectus. The delivery of written notices required by Chapter 723, Florida Statutes, under the terms of any Rental Agreement or these Rules and Regulations shall be by mailing or delivery of a true copy thereof to Park Owner as required by Chapter 723, Florida Statutes.

B. Resident must provide Park Owner written notice of the primary location of where notices or other mail to Resident is to be sent, if other than the Lot at the Park. Resident is solely responsible for making arrangements with the U.S. Post Office for the forwarding of mail to Resident while Resident is absent from the Park.

31. MAINTENANCE REQUESTS.

All requests for maintenance must be: (1) submitted online through the Resident's Portal; (2) submitted to Park Owner in writing; (3) reflect the date of submission; (3) state the nature and location of the maintenance activity requested; and (4) be signed by the submitting Resident(s). Requests not submitted in conformance with this Rule might not be acted upon by Park Owner.

32. INSURANCE.

~~Residents are required to obtain and to maintain liability insurance, Residents' insurance, and personal property insurance to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the manufactured home within this Park, or from occupancy of such home while it is in the Park. A copy of the declaration page from the Resident's insurance policy shall be given to Park Owner each year. The Park Owner does not maintain any insurance which would cover personal injuries or damages occurring on a Resident's lot or within a Resident's home, or for reimbursement to the Resident for the loss of the home or personal property. Park Owner reserves the right to waive the requirement for Residents to have one or more types of insurance coverage specified above if such insurance is not reasonably available for purchase by Residents.~~

Residents are required to obtain and to maintain liability insurance, homeowners' insurance and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the manufactured home within the Park, or from occupancy of such home while it is in the Park. Additionally, residents shall ensure that the Park is an additional named insured on their policy for cleanup costs or other damages suffered by the Park arising from the resident's occupancy in the Community. The Park does not maintain any insurance which would cover personal injuries or damages occurring on a resident's lot or within a resident's home, or for reimbursement to the resident for the loss of the home or personal property. Violation of this rule shall not be grounds for eviction under Chapter 723, Florida Statutes, of any resident in the Park as of the effective date of this rule. However, a resident who purchases an existing home in the Park or otherwise establishes a new tenancy after the effective date of this rule shall be subject to eviction under Chapter 723, Florida Statutes, for failure to comply with this rule in its entirety.

Flood Insurance: It is the Resident's obligation to inquire and decide whether flood insurance is appropriate for her/his home in the Park. Resident is responsible for determining the flood elevation and status of her/his lot, as the designation of the flood plain is subject to frequent change based on regularly updated information. Any questions regarding flood-zone designation status or flood insurance in general should be directed to the City of South Daytona Building Department, or the Residents lender or lending agency if the home is actively mortgaged. Flood-plain designations and other information is also accessible through the Federal Emergency Management Agency (FEMA) online or by phone.

33. SUBLEASING AND RENTING.

The Park Owner does not allow subleasing of the home except as provided for and in accordance with terms and exclusions set forth herein. In some cases the Park Owner may allow a corporation, family trust or partnership to own a home. In such limited cases, the principal occupant must be qualified and approved for tenancy in accordance with these Rules and Regulations.

Resident shall not sublease the leased lot or the home. Park Owner may lease any home it owns or leases on Park lots. Any subleasing by Resident shall be void and shall constitute a default by Resident. Home spaces are not transferable. No sub rental, sub-lease, or occupancy by or through a rental/purchase option by anyone other than Park Owner is authorized. If the home or lot is subleased, no such subleasing, occupancy or collection of Lot Rental Amount shall be deemed a waiver of this provision, or the acceptance of the subtenant or occupant as tenant, or as a release of the Resident(s) from further compliance by Resident(s) with the Rules and Regulations.

34. RENTAL AGREEMENT TERMS AND CONDITIONS.

Residents are required to sign a lease prior to occupancy and will be offered to each existing Resident on the anniversary date of all other Rental Agreements in the Park. All Rental Agreements will have a term of at least one year with the exception of the first Rental Agreement entered into by a new Resident. The first Rental Agreement will expire on the next following anniversary date of all other Rental Agreements in the Park. Thereafter, multiple year agreements may be offered to Resident. Resident is subject to the same terms and conditions as Residents who have executed Rental Agreements. Resident shall not assign the Rental Agreement, or any interest therein.

35. DEFAULT AND EVICTION.

A. Any violation of these Rules and Regulations, the Rental Agreement, or Chapter 723, Florida Statutes, may subject a Resident, a manufactured home occupant, a manufactured home tenant, or the manufactured home itself to eviction in accordance with the procedures set forth in Chapter 723, Florida Statutes, for the following summarized reasons: (a) nonpayment of lot rental amount; (b) Conviction of a violation of a federal or state law or local ordinance, if the violation is detrimental to the health, safety, or welfare of other residents of the mobile home park; (c) violation of a Park Rule or Regulation, the Rental Agreement, or Chapter 723, Florida Statutes, as prescribed by Chapter 723, Florida Statutes; (d) a change in the use of land comprising the manufactured home park or any portion thereof; or (e) failure of the purchaser of a manufactured home situated in the Park to be qualified and to obtain written approval to become a Resident, such written approval being required by these Rules and Regulations.

B. Any act or omission which endangers the life, health, safety, property or peaceful enjoyment of this manufactured home Park or Residents or occupants thereof may result in termination of the residency and the Resident or occupant will have seven (7) days from the date notice of such act or

omission is delivered to vacate the manufactured home lot. Furthermore, a material breach of the provisions of the Rental Agreement may be deemed grounds for initiation of eviction proceedings under Chapter 723, Florida Statutes. If notice of a violation of a Park Rule or Regulation is given within 30 days of the date of the violation, a second violation of that same rule or regulation within a twelve (12) month period shall constitute grounds for the initiation of eviction proceedings. However, a second notice is not required if the violation involved endangerment of the life, health, safety, property or peaceful enjoyment of the residents of the Park.

C. If a purchaser or prospective tenant of a home occupies the home before approval is granted, the Park Owner may require that the purchaser or prospective tenant vacate the premises within 7 days of receipt of a notice demanding same.

36. SECURITY.

Park Owner does not promise, warrant, or guarantee the safety or security of any Resident, occupant, guest, invitee, or their personal property against the criminal or negligent actions of others. Crime can and does occur in any Park. Each Resident and occupant has the responsibility to protect himself/herself and to maintain appropriate insurance to protect his/her belongings including items within or on the manufactured home lot and vehicles from criminal acts, negligent acts, fire, windstorm, hurricanes, plumbing leaks, smoke or any Acts of God. Residents should contact an insurance agent to arrange appropriate insurance for their vehicle, personal property insurance and liability insurance.

37. LAWS.

All federal, state, and county laws, and all local regulations or ordinances dealing with matters of the health, safety or welfare of other residents, Chapter 723, Florida Statutes, and building housing and health codes must be obeyed by the Residents and their guests.

38. 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 are absolutely prohibited from flying or using drones anywhere in the Park.

39. SPECIAL EXCEPTIONS.

Park Owner reserves the exclusive, unrestricted right to grant special exceptions to these Rules and Regulations when, in the exclusive opinion of Park Owner, 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 Park. For example, variances to these Rules and Regulations may be granted by the Park Owner 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 Park by other Residents, or when the basis for the variance is deemed sufficient in the discretion of Park Owner.

These Rules and Regulations supersede all others.