

## **RANCHERO VILLAGE MOBILE HOME PARK**

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.

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.

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.

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

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## **SUMMARY**

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**PROSPECTUS FOR  
RANCHERO VILLAGE MOBILE HOME PARK**

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**PROSPECTUS  
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 disclosure required by Chapter 723. Each prospective Home Owner of the Community is urged to read this Prospectus and the Exhibits attached hereto carefully and completely.

**DEFINITIONS**

All terms within this prospectus are defined in accordance with Chapter 723, Florida Statutes, and with the rules of the 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:

"Assessments" means separately itemized charges in addition to the Base Rent (and not included as a governmental or utility charge or pass through charge or otherwise collected as part of the lot rental amount) for specific one-time costs to the Park. The assessment will be imposed as set forth in the notice of assessment. All assessments shall be included in the lot rental amount.

"Additional Rent" means a portion of the lot rental amount other than the base rent.

"Common Area" -- means all real property owned or operated by the Community Owner, including landscaping and any improvements thereon, said improvements including, without limitation, all roads; road curbs; swales; parking areas; structures; recreational facilities; open space; walkways; sprinkler systems other than on individual lots; and street lights, which are owned by the Community Owner and which have not been dedicated to and accepted by appropriate governmental authorities or a special taxing district, for a public purpose, and excluding any public utility, or CATV, installations, lines, equipment or easements thereon.

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

"Community Management" means "Operator of a mobile home park" as defined in section 723.003(16), Florida Statutes.

"Community Owner" ("Park Owner") -- means the owner or operator (manager) of the manufactured home Community. The term is synonymous with the definition of "park owner" set forth in section 723.003(13), Florida Statutes.

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

"Filing Date" -- means the date on which this Prospectus was filed for review with the State of Florida Department of Business and Professional Regulation, Division of Florida Condominiums, Timeshares and Mobile Homes.

"Home Owner" means a person(s) who owns a home and rents or leases a lot within a Park for residential use as defined in section 723.003(11), Florida Statutes.

"Lot" or "Homesite" means a "mobile home lot" as defined in section 723.003(9), Florida Statutes.

"Lot Rental Agreement" means the lease agreement between the home owner(s) and Park Owner as defined in section 723.003(10), Florida Statutes.

"Manufactured Home" or "Home" - means a "mobile home" as defined in section 723.003(8), Florida Statutes.

"Occupant" means a person who is not entitled to reside on the manufactured home lot and who has visited the Park for a period of time longer than 15 consecutive days or 30 total days per year.

"Park Standards" means the requirements set forth in the Prospectus, Lot Rental Agreement, and rules and regulations concerning home maintenance, appearance, and general cleanliness.

"Pro Rata" -- means that percentage derived by dividing the number of manufactured home spaces leased by a Home Owner by the total number of leased manufactured home spaces in the Park.

"Resident" means a person(s) entitled under authority of the home owner's Lot Rental Agreement to the use and occupancy of a residential lot to the exclusion of others.

### I. NAME AND LOCATION OF COMMUNITY

The name and address of the Manufactured Home Community is:

Ranchero Village Mobile Home Park  
7100 Ulmerton Road  
Largo, Florida 33771

### II. PERSON AUTHORIZED TO RECEIVE NOTICES

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

Community Manager  
Ranchero Village Community Office  
7100 Ulmerton Road  
Largo, Florida 33771

### III. DESCRIPTION OF COMMUNITY AND COMMUNITY PROPERTY

The Community layout, representing the Community as designed, is attached as Exhibit A. The size and dimensions of the lots depicted on the Community layout are only approximate. There is no assurance that the Exhibit reflects complete accuracy. The Community has not been surveyed and some spaces may be larger or smaller than as described herein. Any exceptions to these lot sizes are the result of the placement of homes and construction variations different from engineering plans, unknown to the Community Owner and without complaint by residents or governing authorities.

Lots have been allocated in such a manner as to provide Home Owners adequate outside living space. The Community Owner has no evidence to indicate that setback and separation requirements in existence at the time of allocation were not satisfied.

**Number of Lots.** There are currently 946 lots within the Community. All lots are contained within a single section which comprises the entire Community.

**Size of Lots.** The approximate size of all lots in the Community is as follows:

<u>Lot Nos.</u>	<u>Approximate Size</u>
2036-2068, 2032, 2033, 2034, 2069	50' x 67.5' (3375 sq. ft.)
2080-2104, 2107-2109	50' x 74' (3200 sq. ft.)
2125-2130, 2114, 2115, 2040, 2041	50' x 82' (4100 sq. ft.)

2188-2192	51' x 76' (3876 sq. ft.)
2199-2203	51' x 76' (3876 sq. ft.)
2194-2197	50' x 76' (3800 sq. ft.)
2185-2186, 2205-22065	50' x 76' (3800 sq. ft.)
2072-2077	50' x 76' (3750 sq. ft.)
2010-2012, 2015-2017, 2020-2022, 2025-2027	50' x 72' (3600 sq. ft.)
2022, 2003, 2006, 2007	60' x 72' (4320 sq. ft.)
2145-2148, 2151-2158, 2161-2164	60' x 62.5' (3750 sq. ft.)*
2165-2168, 2171-2178, 2181-2184	60' x 62.5' (3750 sq. ft.)*
2149, 2150, 2159, 2160, 2169	
2170, 2179, 2180	62.5' x 70' (4345 sq. ft.)**
2029, 2028, 2019, 2018, 2009	
2113, 2142	60' x 42' (4320 sq. ft.)**
2013, 2014, 2023, 2024	84' x 50' (4200 sq. ft.)*
2004, 2005, 2111, 2144	84' x 60 (5040 sq. ft.)
2001, 2008	65' x 72' (4680 sq. ft.)
2030	60' x 72'***
2116-2124, 2131-2139	40' x 82' x 70' x 82'
2035	60' x 82.5'***
2112, 2143,	55' x 72' (3960 sq. ft.)
2187, 2193, 2198, 2204	62.5' x 76' (4950 sq. ft.)
2105, 2106	62' x 64' (3968 sq. ft.)
2078	62' x 75' (4650 sq. ft.)
2079	55' x 64' (4160 sq. ft.)
2070	90' x 25' x 60' x 90' x 40'*
2071	90' x 30' x 65' x 80' x 40'*
2110	50' x 80' x 60' x 80'*
2031	62' x 47' (2914 sq. ft.)*

- \* As a corner and/or irregularly shaped lot, it may be somewhat less.
- \*\* Less area for cul-de-sac.
- \*\*\* As an irregularly shaped lot, it may be somewhat more.

The dimensions have been rounded to the nearest foot. No provision has been made for the rounding of lots corners at street intersections. The front of the lot is on the street and the sides have been designated when facing the lot from the street. These dimensions are not from a survey and are accurate more or less. Lot boundaries for a specific lot will be established by Community Management. Community Management reserves the right to apportion more or less square footage to individual lots to resolve any resident boundary dispute.

To the extent not prohibited by law and subject to any legal prerequisites therefor, Community Owner reserves the right to change the rental category of lots in the Community. Such a change may result in a rental amount decrease or increase, or the imposition of other charges, in addition to or in amounts inconsistent with those for lots which were previously in the same classification as the lot changed. Any such change would only be made upon renewal of the Home Owner's lot rental agreement and would be accomplished in conjunction with a notice of increase in lot rental amount. The purpose of this paragraph is not to reserve to Community 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 Community Owner the right to categorize a lot in a different rental category than that previously categorized based upon a re-evaluation of the size, location or other characteristics of said lot in relation to other lots previously in the same rental category.

**Setback Requirements and Minimum Separation Distance Required By Law.** There are several requirements of law with respect to how far each manufactured home within the Community must be set back from the borders of its lot and the distance that must be maintained from each manufactured home in the Community

and its supporting facilities (such as, for example, a carport) to other manufactured homes, supporting facilities and structures in the Community.

Pursuant to Rules 69A-42.005 and 69A-3.012, Florida Administrative Code, the State Fire Marshal has adopted NFPA 501A (2003) for mobile housing communities. This code sets forth minimum separation and setback requirements between Mobile homes as follows:

Fire Safety Separation Requirements:

6.2.1.1. No portion of a mobile home, excluding the tongue, shall be located closer than 3 m (10 ft) side to side, 2.4 m (8 ft) end to side, or 1.8 m (6 ft) end to end horizontally from any other mobile home or park building unless the exposed composite walls and roof of either structure are without openings and constructed of materials that will provide a 1-hour fire resistance rating or the structures are separated by a 1-hour fire-rated barrier.

Accessory Building or Structure Fire Safety Requirements:

6.4.1.1. Accessory buildings or structures shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials that do not support combustion and provided that such buildings or structures are not less than 0.9 m (3 ft) from an accessory building or structure on an adjacent site.

6.4.1.2. An accessory building or structure constructed of combustible materials shall be located no closer than 1.5 m (5 ft) from the site line of an adjoining site.

In addition to the requirements of the State Fire Marshal as set forth above, the City of Largo, Florida, has enacted the following zoning regulations controlling the setback and separation of mobile homes within the Community. Pursuant to those regulations every mobile home shall be located at least eight feet from any internal abutting street. The minimum distance between a mobile home (including allowable accessory buildings) and an adjacent mobile home (including allowable accessory buildings) shall be 15 feet. This distance shall be measured at the narrowest space between structures, whether the living unit itself or an allowable accessory building (e.g., carport, storage building).

The requirements quoted and referenced above are those of a governing agency having jurisdiction in these matters. Governmental rules or regulations are subject to amendment or repeal. Consequently, no representation is made hereby as to the applicability or interpretation of the requirements quoted and referenced above nor as to the continuing applicability of such requirements. Prospective residents of the Community are strongly advised to make their own independent inquiry with respect to these matters. Please note that the above quoted and referenced requirements concern only the setback and separation requirements applicable to the Community on the Filing Date, that any one or more of such requirements may be subsequently modified and repealed. Additionally, notwithstanding the requirements of the State Fire Marshal as set forth above, pursuant to section 723.041(7), Florida Statutes, new or used homes or appurtenances are to be sited in accordance with the separation and setback distances and other requirements in effect at the time of approval of the mobile home community.

The above-referenced requirements concern only the set back and separation requirements applicable to the Community on the delivery date of this Prospectus, and any one or more of such requirements may subsequently be modified or repealed. No continuing obligation is undertaken by the Community Owner to advise any Home Owner or resident of any subsequent modification, future adoption of additional requirements by any governmental body, or future repeal of these provisions. The above-referenced requirements may not be applicable to the Community, due to the placement of manufactured homes in the Community prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes, or laws, or due to subsequent judicial decisions interpreting these or other laws. The prospective Home Owner is advised to obtain further information regarding the installation of manufactured homes in the Community from the appropriate permitting authority.

On the Filing Date, the maximum number of manufactured home lots sharing the facilities of the Community was 946. Community Owner reserves the right to use the shared facilities in conjunction with the Home

Owners of the Community. This number may increase or decrease in the future if land is acquired or disposed of and/or lawfully allowable densities are increased or decreased and/or areas of the Community currently not occupied by mobile homes become available as mobile home lots.

Community Owner has no plans to expand the Community at the present time. However, it is possible that the Community may be expanded in the future, and that any existing vacant lot may be subdivided, if legally permissible, into two or more lots, that areas of the Community currently not occupied by mobile homes may be utilized as mobile home lots, and additional land may be purchased which may be developed into additional lots, in which case residents of additional lots and their guests may become entitled to use said shared facilities. The Community Owner reserves the right to use the shared facilities in conjunction with the Home Owners of the Community.

#### **IV. DESCRIPTION OF RECREATIONAL AND COMMON FACILITIES**

Recreation and common facilities include three recreation buildings; three swimming pools, covered shuffleboard courts; tennis courts; horseshoe pits; fishing dock; putting green; and bocce ball courts. The availability and manner of use of the shared facilities is described hereinafter and are subject to the control of the Community Owner through its Community Manager. Use of the facilities by groups in order to have priority over use by individuals within the Community must be scheduled in advance and have the prior written approval from the Community Manager. The Community Owner herein reserves the exclusive right to use, from time to time, any of such facilities, and to allow its staff, guests and licensees to use them, for such activities as the Community Owner deems fit and reasonable. However, the Community Owner will make a good faith effort not to schedule such use as would conflict with a previously-scheduled activity of the mobile home owners of which activity the Community Owner through its Community Manager has been previously informed.

The recreational or common facilities for residents' use in the Community include the following:

A. Buildings. The Community has three recreation buildings, the first of which is called "Hacienda" and is located on 6<sup>th</sup> Street and consists of a main recreation hall with an approximate floor area and capacity of 100' x 60' and 318 people, a laundry room with an approximate floor area and capacity of 10' x 36' and 16 people containing coin-operated washers and coin-operated dryers, a kitchen with an approximate floor area and capacity of 21' x 22' and 30 people containing a stove and oven, a refrigerator-freezer, a two compartment sink, and a dishwasher, a ladies' bathroom with an approximate floor area and capacity of 12'6" x 22' and 8 people located on the southeast, a men's bathroom with an approximate floor area and capacity of 13' x 22' and 8 people, the Community manager's office. The second recreation building is called "Corral" and is located at the intersection of Rancho Boulevard and 3rd Street and consists of a main activities room with an approximate floor area and capacity of 36' x 70' and 146 people, a computer room with an approximate floor area and capacity of 14' x 13'9" and 10 people, a kitchen with an approximate floor area and capacity of 11'9" x 13'9" and 5 people containing a stove and oven, a refrigerator-freezer and a two-compartment sink, a ladies' bathroom with an approximate floor area and capacity of 11'3" x 13'3" and 5 people, a man's bathroom with an approximate floor area and capacity of 8'10" x 12' and 5 people, the 10' x 13'9" pantry adjacent to the kitchen. The third recreational building is called "Lakehouse" and is located at the east end of the Community. This recreation building consists of a game room with an approximate floor area and capacity of 30' x 27' and 54 people and containing a wet bar, a pool equipment room with an approximate floor area and capacity of 9' x 21" and 2 people on the west end, a ladies' bathroom with an approximate floor area and capacity of 10' x 20' and 2 people located adjacent to the pool equipment room, a men's bathroom with an approximate floor area and capacity of 11' x 20' and 2 people located adjacent to the ladies' bathroom, and a laundry room, which has an approximate floor area and capacity of 10' x 27' and 8 people and contains washers, dryers and a laundry tub. There is a fourth building called the "Health Center," located adjacent to the Corral recreation building. This building consists of an outside laundry room with an approximate floor area and capacity of 6' x 38'8" and 20 people and it contains washers, dryers and wash basins, a ladies' bathroom with an approximate floor area and capacity of 14'8" x 12'6" and 3 people containing a sauna room, and a men's bathroom with an approximate floor area and capacity of 14'8" x 12'6" and 3 people and containing a sauna room. Adjacent to this building is a fenced in clothes drying area.

B. Swimming Pools. The Community has three swimming pools. The Hacienda pool is approximately 35 feet in length and 23 feet in width and is not heated. The pool has depths ranging from 3 feet to 6 feet and has a capacity of approximately 14 people. The pool is surrounded by a deck of approximately 1,636 square feet. The Corral pool is approximately 50 feet in length and 24 feet in width and is heated. The specific days and times during which the pool heating equipment will be operated and the pool water heated; the temperature to which the pool water will be heated; and the duration of time for which the pool will be heated, will be determined in the sole discretion of Community Management. The pool has depths ranging from 3 feet to 9 feet and has a capacity of approximately 23 people. The pool is surrounded by a deck of approximately 2,122 square feet. Adjacent to this pool is a heated whirlpool of approximately 12 feet in length and 8-1/2 feet in width. It has a depth of approximately 3-1/2 feet, a capacity of 5 people, and is surrounded by a deck of approximately 1,036 square feet. The Lakehouse pool is approximately 42 feet in length and 22 feet in width and is heated. The specific days and times during which the pool heating equipment will be operated and the pool water heated; the temperature to which the pool water will be heated; and the duration of time for which the pool will be heated, will be determined in the sole discretion of Community Management. The pool has depths ranging from 3-1/2 feet to 6 feet and has a capacity of approximately 14 people. The pool is surrounded by a deck of approximately 1,036 square feet.

C. Other Facilities and Permanent Improvements. Other facilities and permanent improvements available for use by the Community residents and their guests include:

- (1) Covered shuffleboard courts located as shown on Exhibit A.
- (2) Roadways shown on Exhibit A.
- (3) Tennis courts, located near the Hacienda building and the Lakehouse building, as shown on Exhibit A.
- (4) Horseshoe pits located adjacent to the Corral recreation hall.
- (5) Fishing dock located on the Corral lake ("Willow Lake").
- (6) Putting green adjacent to the Corral recreation hall.
- (7) Two Bocce Ball courts adjacent to the Lakehouse tennis courts.

**Days and Hours of Operation:** Except for special occasions designated by Community Management, all recreation and common facilities are generally open for resident use from 8:30 A.M. until 10:00 P.M. seven days a week, except all pools will be open one-half hour after sunrise and close one-half hour before sunset. Hours may vary from facility to facility based on maintenance requirements, seasonal variations, artificial lighting, safety reasons, etc. The hours during which the Community Office will be open are posted at the office. Rules regarding use of facilities for private use by resident groups are promulgated in Community Rules and Regulations, as well. In case of emergency or repairs, the facility may be closed, and the residents will be notified promptly by posting such notice on the affected facility. The Community Owner expressly reserves the right to alter the days and hours of operation in accordance with Chapter 723, Florida Statutes.

Community Owner may find it necessary from time to time to close said facilities for purposes of maintenance, repair, improvement, alteration, or any other reasonable purpose. The availability of any of the above facilities is limited to normal circumstances. One or more of the utilities or services may become unavailable in the event of natural or man-made disaster, including fire, flood, storm, earthquake, war, civil disturbance, health emergency, or any other circumstances reasonably beyond the control of the Community Owner or of the party providing such facility or service, including strike, work stoppage, shortage of materials, shortage of fuel or breakdown, repair or replacement of equipment, and intervention by governmental authority. Closure of facilities for any such reason shall not constitute a reduction in service as long as Community Owner makes reasonable and consistent effort to make the facility available for resident use at the earliest possible opportunity.

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

All persons who enter or live in the Community do so at their own risk. The Owners and Management of the Community are not responsible for any loss by accident, property damage, fire, theft, or by any other means whatsoever. Residents and guests avail themselves of the facilities at their own risk. Residents are responsible for damages caused by their family and guests.

**Personal Property:** Available for use by the residents of the Community are items of personal property including miscellaneous pool furniture, tables and chairs. Although initially supplied by the Community Owner at no cost to home owners, the Community Owner has and assumes no responsibility for repair or replacement of these items of personal property. None of the above-listed property is to be removed from the common recreational areas except with the express prior written consent of management.

**Completion of Improvements:** All facilities are complete. No additional shared facilities are contemplated at this time. The Owner reserves the right from time to time to alter or change any of such facilities or property by the removal, relocation or alteration of existing facilities and property or the construction of new facilities. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period after the Filing Date. Should any such facilities be added at a future date, their use will be provided for in the Community rules and regulations. The Community Owner reserves the right to use the shared facilities in conjunction with the home owners of the Community.

While the Community Owner has no present plans to remove, relocate, alter or demolish any recreational and/or common facility, Community Owner reserves the right to do so upon notice as required by Chapter 723, Florida Statutes. No assurance is given that any of the recreational and common facilities will remain available for the use of the residents for any specified period after the Filing Date of this prospectus. Additionally, the Community Owner reserves the right to add additional common facilities in the Community.

**Location of Shared (Recreational and Common Area) Facilities.** In addition to the descriptions of the shared (recreational and common area) facilities contained in this Section, the general locations of such facilities are shown on the Community Site Plan, attached hereto as Exhibit "A".

**Completion Date.** All of the Recreational and Common Facilities described above are complete.

**Personal Property.** Available for use by the Residents of the Community are numerous items of personal property such as horseshoe equipment, folding tables and chairs, sofas and kitchen equipment located in the clubhouse and pool furniture, is available for residents use. Although initially supplied by the Community Owner at no cost to Home Owners, the Community Owner has and assumes no responsibility for repair or replacement of these items of personal property. None of the above listed property is to be removed from the common recreational areas except with the express prior written consent of management.

**Future Improvements.** Rancho Village Mobile Home Park reserves the right to increase or decrease the size or modify the use of any of the planned or existing recreational and common area facilities to serve the changing needs of the Community, as determined by the Community Owner, and may, in its sole discretion, replace or elect not to replace any items of personal property determined by the Community Owner to be unsuitable for continued use.

The Community Owner may find it necessary from time to time to close said facilities for purposes of maintenance, repair, improvement, alteration, or any other reasonable purpose. The availability of any of the above utilities and services is limited to normal circumstances. One or more of the utilities or services may become unavailable in the event of natural or man-made disaster, including fire, flood, storm, earthquake, war, civil disturbance, or any other circumstances reasonably beyond the control of the Community Owner or of the party

providing such utility or service, including strike, work stoppage, shortage of materials, shortage of fuel or breakdown, repair or replacement of equipment and intervention by governmental authority.

While the Community Owner has no present plans to remove, relocate, alter or demolish any recreational and/or common facility, Community Owner reserves the right to do so upon notice as required by Chapter 723, Florida Statutes. No assurance is given that any of the recreational and common facilities will remain available for the use of the residents for any specified period after the Filing Date of this prospectus. Additionally, the Community Owner reserves the right to add additional common facilities in the Community.

From time to time, the Community may be required by government action, or may decide in its own discretion, to construct, build or provide for permanent or non-permanent improvements in the Community not yet known or contemplated which permanent or non-permanent improvements shall be for the use or benefit of the Community residents or used for the operation and management of the Community.

The Community Owner reserves the right from time to time to use any or all the recreation and common area facilities, and to allow its staff, guests and licensees to use such facilities for such activities as the Community Owner deems proper. However, the Community Owner will make a good faith effort not to schedule such use in a way that it would conflict with an activity previously scheduled by the residents.

All persons who enter or live in the Community do so at their own risk. The Owners and Management of the Community are not responsible for any loss by accident, property damage, fire, theft, or any other loss whatsoever. Residents and guests avail themselves of these facilities at their own risk. Residents are responsible for damages caused by their family and guests.

#### **V. MANAGEMENT, OPERATION AND MAINTENANCE OF THE COMMUNITY**

The management, operation and maintenance of the Community Property and the shared (recreational and common area) facilities shall be provided for by the Community Owner. The Community Manager will oversee the maintenance and operation of the Community; however, the Community Owner may from time to time employ such additional maintenance personnel as are deemed necessary and appropriate by the Community Owner to properly maintain the Community.

The Community office is located at Melbourne 7100 Ulmerton Road, Largo, Florida 33771, and has posted days and hours of operation. Office hours will be posted on the park office door except for holidays and special occasions when the office is closed. All questions and problems concerning community operations should be directed to the Community Manager. All business concerning the Community operation and maintenance is conducted from this location including collection of rents and rental of manufactured homes and lots. The office shall be for the sole and exclusive use of the Community Owner and its agents and employees.

The services provided by the Community as of the filing date include solid waste removal, maintenance of the common areas and recreational facilities, electric power for the street lights and common facilities (but not to each individual manufactured home in the Community); and storm drainage. Tenant shall pay all charges billed to Tenant for water, sewer, electricity, telephone, cable television, servicing of resident inquiries and requests, collection of lot rental amount payments and user fees, and enforcement of Community Rules and Regulations. All questions and problems concerning Community operation should be directed to the Community Manager.

The Community Owner reserves the right, upon prior written notice to each owner of a manufactured home located in the Community as required by Chapter 723, Florida Statutes, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the Community. As of the date of filing of this prospectus, such notice must be given at least 90 days prior to a change in services; however, any such notice will be given in accordance with Chapter 723 as amended from time to time.

## VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

Home owners who commence occupancy in the Community by purchasing an existing home or by installing a new home will be required to comply with all published rules and regulations concerning the condition, structure and site requirements for mobile homes occupying lots in the Community. Requirements may be waived or modified in writing by the Community Manager due to space limitations, design considerations, or such other reasons as may be sufficient in the sole discretion of the Community Manager.

Each home owner is responsible for the submission to the Community Manager complete plans or permits for anticipated alterations showing compliance with the Community's specifications as disclosed herein and in the Community's rules and regulations as well as with Pinellas County Building and Zoning law, and other restrictions of record. It is necessary that these plans be approved by the Community Manager prior to commencement of work. The same procedures must be followed as to any alterations or modifications to a mobile home including attachments, landscaping, or items that will affect the exterior appearance of the residence. Mobile homes must be placed in a uniform manner, properly blocked, and all utilities connected in accordance with Pinellas County Code, regulations of the Florida Department of Highway Safety and Motor Vehicles and Community Management's specifications. Mobile homes must be anchored immediately, as required by all governmental regulations.

Improvements required to be made to any mobile home brought into the Community as a replacement for a mobile home removed from the Community are as required by Community Management as disclosed in this Prospectus and the rules and regulations. Any such improvement must be approved by Community Management in writing prior to installation.

As a condition of residency in the Community, each home owner is responsible for providing for the following, in accordance with the Community's then current rules and regulations, and subject to Community Owner's right to waive or modify in writing the requirement for same due to space limitations, design considerations, or such other reasons as may be sufficient in the sole discretion of Community Owner:

(1) The mobile home, and any additions, attachments and improvements thereto must be set-up, installed and constructed in compliance with all local, state and federal ordinances, statutes, codes and other requirements.

(2) Hitch Removal - All new mobile homes entering the Community must be at least 14 feet wide and must have removable hitches which shall be removed upon anchoring. Hitches on older mobile homes moved into the Community which hitches are not designed to be removed shall nonetheless be removed and the gap area restored.

(3) Skirting -- Within thirty (30) days of move-in of a mobile home into the Community, the mobile home must be skirted on all sides with skirting in compliance with the Community's then current rules and regulations. The skirting must be of material approved by Community Management in writing in advance of installation. Such approval shall not be unreasonably withheld. Generally, concrete or brick skirting blocks are acceptable.

(4) Pitched roof.

(5) A carport of a minimum size of 12' x 40'.

(6) A utility shed of a minimum size of 6' x 8', placed under the carport roof.

(7) Brick or concrete planter on the street end of the mobile home.

(8) House type siding.

(9) A concrete patio with an aluminum cover or an enclosed porch addition.

(10) A concrete driveway to the street, 12 feet in width and guttering at the street access from the driveway which is to be consistent with the guttering in the Community.

(11) Approved concrete steps must be installed at each entrance to the mobile home.

(12) All fire prevention equipment required by law.

(13) Fully sodded lot - Sod must be replaced by home owner where planting is removed.

(14) Reflective house number displayed on the street side of the home with numbers large enough to be visible from the street.

(15) All concrete on the lot must be removed by the home owner at the time the mobile home is removed from the lot.

(16) 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.

(17) Landscaping of the lot as deemed appropriate by Community Management.

(18) A U.S. Postal Service approved mailbox and post.

(19) A backflow prevention device on each spigot on the outside of the home.

(20) Home owner is responsible for trimming and maintenance and/or removal of all trees and shrubs located on the mobile home lot. Trees and shrubs must be kept well-groomed at all times. Dead trees that have fallen on home owner'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 or have necessary maintenance performed by home owner as part of lot maintenance at the sole expense of home owner.

All of the foregoing improvements shall be installed in accordance with the requirements of the Community Owner as set forth in the Community rules and regulations and all plans for installation of the mobile home and the improvements must be coordinated with and approved by the Community Owner in writing prior to commencement of installation; and no other improvements to the lot or to the exterior of the mobile home shall be permitted without prior written approval of the Community Owner. Home owner is responsible for obtaining all permits required for construction of the requested improvement, and upon reasonable demand from Community Management, must provide a copy of such permit(s) to Community Management for inspection or copying.

In general and except as expressly provided to the contrary in this Prospectus, each home owner is responsible for the maintenance of his individual lot and mobile home and all improvements thereto, including, but not limited to: lawn maintenance (including edging and trimming); landscaping, including all planters, shrubs, trees, and plants; maintenance of utility connections, including but not limited to any pipes, conduits, electrical connections, plumbing and sewage facilities located on the lot; and maintenance and repair of the mobile home. Following the installation by the mobile home owner of the required improvements, the mobile home owner shall be responsible at his cost and expense to maintain all required improvements in good order and repair. Community Owner reserves the exclusive right in its sole discretion to determine whether any required improvement is in disrepair requiring the mobile home owner to make a repair or replacement thereof and shall provide written notice of such determination to the mobile home owner who shall, following receipt thereof, cause the necessary repair or replacement thereof to be accomplished within a reasonable commercial time thereafter to the satisfaction of the Community Owner so as to restore to the prior required condition and/or quality thereof.

Community Management reserves the exclusive, unrestricted right to grant exceptions to the referenced home owner required improvements due to space limitations, 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 Community by other residents or when the basis for the variance is deemed sufficient in the discretion of Community Management.

The Home Owner may also be required to bear, in the form of increases in base rent or a separate fee or charge a pro rata share of the cost incurred by the Community Owner in installing capital improvements or performing major repairs in the Community.

## VII. UTILITIES AND OTHER SERVICES

**Water.** Potable water service is supplied to the Community by the City of Largo Utilities through a system of underground pipes. Home Owner's charge for this service is included in the lot rental amount as a separate charge and is not included in the base rent. The charge for water service is based on water usage at the home owner's lot as determined by a water meter installed on the lot plus maintenance and repair costs and administrative costs permitted by Sections 367.022, Florida Statutes.

The Community is responsible for the maintenance and repair of the underground water lines from the point where such system connects to the lines owned by the provider of the water services to the shut-off valve for the water line serving the lot; provided, however that to the extent that any maintenance or repair of the water lines in such system is required as a result of the negligence of a home owner, such home owner will pay the cost of such maintenance and repair. Each home owner is responsible for paying the cost of maintenance and repair of the water pipeline from and including the shut-off valve for the lot to the mobile home and the connection to the water system in the mobile home.

**Sewage Disposal.** Sewage disposal service is supplied to the Community by the City of Largo Utilities through a system of underground pipes. Home Owner's charge for this service is included in the lot rental amount as a separate charge and is not included in the base rent. The charge for sewage service is based on water usage at the home owner's lot as determined by a water meter installed on the lot plus maintenance and repair costs and administrative costs permitted by Sections 367.022, Florida Statutes.

The Community is responsible for the maintenance and repair of the underground water lines from the point where such system connects to the lines owned by the provider of the water services to the shut-off valve for the water line serving the lot; provided, however that to the extent that any maintenance or repair of the water lines in such system is required as a result of the negligence of a home owner, such home owner will pay the cost of such maintenance and repair. Each home owner is responsible for paying the cost of maintenance and repair of the water pipeline from and including the shut-off valve for the lot to the mobile home and the connection to the water system in the mobile home.

**Solid Waste Disposal.** Solid waste disposal service (garbage and trash collection) is provided by the Community by individual lot pickup. The home owners' charge for this service is included in the base rent. "Garbage" means normal domestic waste which can be placed in a sealed garbage container. The provision of adequate containers and delivering the containers to the appropriate location for pickup is the home owner's responsibility. "Trash" is limited to yard clippings and tree limbs cut and stacked as set forth in the Community rules and regulations. Disposal of any refuse other than "trash" or "garbage" will not be paid for by the Community Owner. Such disposal will be the responsibility of the home owner. For purposes of this Prospectus, garbage collection is considered a utility.

**Cable Television.** Cable television service is provided and billed directly to each home owner by Spectrum. Community Owner has no responsibility for maintenance or repair of cable television lines. Cable television services are contracted for by home owner and are billed separately to home owner by the provider of such services and are not included in the lot rental amount.

Community Owner may, in its sole discretion, contract with a cable or communication service provider to provide cable and/or communications services to the community residents. As used herein, "communications services" shall mean such services as defined in section 202.11(1) of the Florida Statutes. In the event that Community Owner elects to provide such services, Community Owner reserves the right to increase base rent in connection with the addition of such services, or to charge the residents for such services, or to assign the right to provide such services within the Community to any third-party which party may charge the residents for such services.

**Electricity.** Electric power is provided and billed directly to each Home Owner by via underground wiring and is billed directly to each home owner by Duke Energy. Each home owner is responsible for the payment of all fees and charges associated with the provision of such service to his lot. Except for service provided to the Community's common facilities and street lights (which may be charged to home owners as a separate utility charge) this service is not included in the lot rental amount. The Community Owner assumes no maintenance obligations with regard to such service. Home Owner is responsible for maintenance and repair of the pedestal, the electrical lines from the pedestal to the mobile home, and for any other connection outside the mobile home, including utility shed connections and outside receptacles.

The wiring and breakers in the electrical service are sized to accommodate the existing mobile homes in the Community. Any home owner desiring to upgrade his service, including any new home owner with a larger mobile home than the present service will accommodate, will do so at Home Owner's expense.

Home Owner is further responsible to the Community Owner and to other home owners if Home Owner or Home Owner's electrician nicks, cuts or otherwise damages an underground wire or connecting device belonging to another person. If a utility company or the electrician of the home owner damages Home Owner's underground wire or connecting devices, the home owner shall seek compensation from the utility company or employee and shall have no recourse against the Community.

**Telephone.** Telephone service is provided and billed directly to each home owner by any of the various vendors available in the area as chosen by Home Owner. The Community Owner has no responsibility for providing telephone service to the home owner. Each home owner is responsible for the payment of all fees and charges associated with provision of such service to his lot. The home owner's charge for this service is not included in the lot rental amount. The Community Owner assumes no maintenance or repair obligations with regard to such services, lines or equipment. All junction boxes, terminals, buried cables, etc., must meet with the Community Owner's prior written approval. While there are currently no separate (from base lot rental amount) charges to a mobile home owner related to telephone services to the Community administration offices or recreational and common area facilities, the charges therefor are considered in the determination of base lot rental amount, and the Community Owner reserves the right to assess a user fee or to pass-on such costs, and/or any increase thereof, in the future against the mobile home owner.

**Storm Drainage.** Storm drainage within the Community is provided by the Community by a drainage system consisting of gravity flow (natural drainage), percolation and by drainage along the streets and drainage swales within the Community. The home owner's charge for the drainage system as provided, is included in the base rent. The ultimate effectiveness of storm drainage in the Community is dependent upon adequate drainage outside the Community property which drainage is not the responsibility of the Community Owner. Any assessment by state or local government which may be imposed on the Community for off-site storm drainage shall be passed on to the home owners on a pro rata basis.

**Lawn Mowing.** Lawn mowing is provided by the Community as part of the base rent. The Community is not responsible for tree trimming, flower boxes, planting areas or trimming of weeds or grass around the mobile home or planting areas. Home Owner is responsible for edging and trimming of grass on the lot including along sidewalks, carports and flower beds as well as around the home.

**Miscellaneous Services.** The additional services provided by the Community as of the Filing Date of this Prospectus include maintenance of common areas and recreation areas. The availability of all utilities and services

is limited to normal circumstances. One or more of the utilities or services may become unavailable in the event of natural or manmade disaster including fire, flood, storm, earthquake, war, civil disturbance or other circumstance reasonably beyond the control of the Community Owner or the party providing such utility or service, including strike, work stoppage, shortage of materials, shortage of fuel or breakdown, repair or replacement of equipment, and intervention by governmental authority. All other services required by a Community resident are the sole responsibility of such Community resident. The Community Owner reserves the right, upon such notice as is required by law (which is currently 90 days written notice) to increase, reduce, eliminate or modify, from time to time any or all of the services that are provided by the Community Owner.

**Security.** The Community Owner and/or Community Management does not promise, warrant, or guarantee the safety or security of any 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 Community will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Crime can and does occur in any Community. Each mobile 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. The Community 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. The Community Owner may at time place real or dummy video or surveillance cameras throughout the Community but makes no representations that these cameras are working, recording or even operational.

The Community Owner and/or Community Management do not guarantee or warrant that any security or security measures will reduce or eliminate all risks, and home owner acknowledges that (i) the actions of Community Management in providing any security do not increase or expand the duties or responsibility of the Community to home owner, or any to any other person(s) residing in the home owner's home or in the Community with permission of home owner, under the Lot Rental Agreement and (ii) security devices or measures may fail or be thwarted intentionally or unintentionally by third parties, criminals, or by electrical or mechanical malfunction. The home owner acknowledges that home owner and local law enforcement agencies are responsible for the safety and security of the home owner and for any other person(s) residing in the home owner's home or in the Community with permission of home owner, and home owner will advise any guests of any security issues. The home owner agrees to promptly notify Community Management of any condition or event that the home owner believes creates a dangerous situation. The home owner further agrees to promptly notify Community Management of any crime at or around the Community of which the home owner becomes aware.

**Utility hookup.** Each Home Owner is responsible for paying for the cost of hook-up fees and charges by local or county government for water and sewer, electric, telephone, cable television and other utilities, and all costs and expenses in connection with such hookup of utilities and any required deposits.

**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 Community Owner reserves the right, upon prior written notice as required by Chapter 723, Florida Statutes, to each owner of a manufactured home in the Community, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Community, so long as such discontinued service or utility is replaced by a comparable service or utility, and/or an appropriate reduction in lot rental amount is provided. In the event of such discontinuation and replacement, the Home Owners within the Community may be billed separately for utilities or services that are billed to the Community as of the Filing Date, and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Community as of the filing date. Utilities or services as referenced in this paragraph include, but are not limited to, sewage treatment and/or disposal; solid waste disposal including garbage and trash collection and removal; storm water drainage; water; electricity, etc.

**Disruption of Service.** The Community 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 Community 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, or any act of God, or (d) the act of a third person not under the direction or control of the Community Owner, unless any of the foregoing was caused by Community Owner's active or willful misconduct. Each Home Owner by his occupancy agrees to hold the Community Owner harmless as to any such liability.

### VIII. LOT RENTAL AMOUNT

As of the date of delivery of this prospectus the base rent for this lot number \_\_\_\_\_ is \$\_\_\_\_\_ per month. Pursuant to section 723.031(10), Florida Statutes, this prospectus is incorporated into the Lifetime Lot Rental Agreement attached hereto as "Exhibit A." For the entire term of the Lifetime Rental Agreement as set forth in paragraph A thereof, the provisions thereof shall not be amended or revised by Community Owner except as allowed by law but in any case the limitations on base rent increases set forth in the Lifetime Lot Rental Agreement and this prospectus shall not be revised, changed for amended.

The lifetime lot rental agreement may not be assumed by anyone other than a surviving spouse which lives in the home.

**Computation of Lot Rental Amount.** The lot rental amount for each lot will be comprised of four (4) components as set forth below:

**Base Rent.** The lump sum amount paid by home owner for the use and occupancy of the lot and use of the Community's shared recreational and common area facilities. Base rent shall not include special use fees, governmental and utility charges, or pass through charges or assessments. More specifically, unless explicitly stated to the contrary herein and regardless of whether a charge or service is exclusively paid by Community Owner with funds received from Community home owners through payment of their lot rental amount, base rent does not include ad valorem property taxes, non-ad valorem taxes or assessments and/or taxes, resident tangible personal property taxes, Storm Water Fee, or any other type of governmental or utility charge, or any other service provided by Community 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. The cost of major repairs or improvements may be passed on or charged to home owners outside of the base rent. At the request of Home Owner, Home Owner's lease and prospectus may be transferred to any other lot in the Community on which is located a manufactured home owned by Home Owner. However, Home Owner's lease and prospectus shall not be simultaneously applicable to more than one lot at any time.

**Special Use Fees.** Those separately itemized charges in addition to the Base Rent for specific services or privileges. All fees, charges or assessments shall be deemed additional rent and shall be due and payable on or before the 30 day after the Home Owner receives notice that the fee, charge or assessment has been imposed. The Home Owner shall be notified of any increase in the fees at least ninety (90) days prior to the effective date of such increase.

**Governmental and Utility Charges.** Those amounts which represent the home owner's share of costs charged to Community Owner by any federal, state, regional or local government or utility authority, including "pass through charges." Pass through charges, ad valorem taxes, non ad valorem assessments and utility charges, or increases thereof, may be assessed more often than annually and may be assessed even during the initial term of the lot rental agreement. Increases in ad valorem property taxes shall be calculated based on the increase in those taxes over a base amount of \$\_\_\_\_\_. The entire amount of all non-ad valorem assessments may be passed on. Each homeowner's pro rata share of ad valorem property taxes and non-ad valorem assessments is calculated based on the number of leased mobile home spaces as of the date that a corresponding notice of increase in lot rental amount is given.

**Pass-Through Charges.** Pass through charges include the Home Owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. The homeowner's proportionate share of pass-through charges shall be calculated by dividing equally among the affected developed lots in the community the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements servicing the recreational and common areas and all affected developed lots in the community.

**Assessments.** Assessments include separately itemized charges in addition to the Base Rent (and not included as a governmental or utility charge or pass through charge or otherwise collected as part of the lot rental amount) for specific one-time costs to the Community not to exceed 25% of the total annual base rent in effect during any annual lease term. The assessment will be imposed as set forth in the notice of assessment.

**Different Rental Rates.** Different rental rates for lots within the Community may be charged in the sole discretion of Community Owner based upon lot size and/or location, or upon other factors which could logically be utilized in establishing values of lots within the Community. To the extent not prohibited by Chapter 723, Florida Statutes, and subject to any legal prerequisites therefor, Community Owner reserves the right to change the rental category of lots in the Community. Such a change may result in a rental amount decrease or increase, or the imposition of other charges, in addition to or in amounts inconsistent with those for lots which were previously in the same classification as the lot changed. Any such change would only be in conjunction with a notice of increase in lot rental amount given at least 90 days prior to the effective date of the notice. The purpose of this paragraph is not to reserve to Community 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 Community Owner the right to categorize a lot in a different rental category than that previously categorized for that lot based upon a re-evaluation of the size, location or other characteristics of the lot.

**Current Level of Lot Rental Amount.**

**Base Rent:** In consideration for the use of common area facilities and for the use of a place to locate a home, the Home Owner shall pay to the Community Owner in advance on the first day of every month a base rent of \$\_\_\_\_\_/month without any deduction or offset. If the commencement of the lot rental agreement begins on a day other than the first day of the calendar month, the Home Owner shall pay only a prorated amount, in the sum of \$\_\_\_\_\_ for that calendar month, and the prorated amount shall be due upon the commencement of the lot rental agreement. Home Owner must pay by check, cashier's check, or money order. Community Owner reserves the right to refuse a personal check. The base rent is subject to annual increases after notice from the Community Owner of such increase as required by Chapter 723, Florida Statutes.

**Special Use Fees:**

Base rent increases will be in either equal dollar amounts for all similarly situated home owners, or will be in equal percentage changes for all similarly situated home owners. Other fees or charges for which the home owners may be responsible are:

1. Entrance Fee \$\_\_\_\_\_ one-time fee for mobile home placement on a vacant lot; subject to requirements of Section 723.041, Florida Statutes.
2. Application Fee. \$\_\_\_\$40.00\_\_\_\_\_. This fee will be charged by Community 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 Community.
3. Additional Resident Fee \$\_\_\_\$50.00\_\_\_\_\_ per month for each individual in excess of the individuals permitted to reside in the mobile home pursuant to the rental agreement. At the end of each lease year,

Community Owner shall return any such fee related to any such additional occupant if such additional person(s) occupancy during the year was not in excess of 15 consecutive days or 30 total days per year.

4. Late Payment Fee \$\_\_\_\_\$50.00\_\_\_\_\_ per each month payment is not received within five days after the due date. The home owner shall be allowed to cure the default resulting from the late payment by payment of the outstanding amount in full including late charges.

5. Return Check Fee \$\_\_\_\_\$35.00\_\_\_\_\_ per check returned by resident's bank.

6. Pest Control Fee \$\_\_\_\_\_ per month for the lot.

7. Special Service Fee \$\_\_\_\_\_ per hour, but not less than \$\_\_\_\_\_ per service call, for any repair, maintenance or service that is performed by the Community but is the responsibility of the mobile homeowner, plus cost of pertinent materials.

8. Special Use Fee \$\_\_\_\_\_ per special use or private use of any common facility.

9. Installation and Set-up Fee \$\_\_\_\_\_ per installation and set-up for mobile home placement on a vacant lot, subject to Section 723.041, Florida Statutes.

10. Water Fee \$\_\_\_\_\_ per month, based on Home Owner's actual usage. Water is provided by the City of Largo Utilities Department and is billed monthly to Community Owner based upon the amount consumed as determined by the Community's one master meter. Individual water meters are installed at each mobile home lot and home owners are also billed for water service to the lot as described below in addition to the monthly pro rata share of the Community's cost of water service as determined based on the Community's master water meter.

11. Sewage Fee \$\_\_\_\_\_ per month. Sewage service is provided by the City of Largo Utilities Department and is billed monthly to Community Owner based upon the amount of sewage service used as determined by the Community's one master meter. Individual water meters are installed at each mobile home lot and home owners are also billed for sewage service to the lot as described below in addition to the monthly pro rata share of the Community's cost of water service as determined based on the Community's master water meter.

Home Owner shall be billed separately for the water and sewer service used on the lot, as indicated by the water meter installed on the lot plus a pro rata share of the normal monthly sewer charge for your lot as determined from the Community's master meter.

12. Attorney's Fees -- \$\_\_\_\_\_. Home Owner shall pay for all reasonable attorney's fees incurred by the Community as the result of any action taken by the Community against Home Owner to collect delinquent lot rental amount, enforce the Lot Rental Agreement or the Community 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 Home Owner is the prevailing party, Home Owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes. Likewise, if Community Owner is the prevailing party, Community Owner is entitled to a reasonable attorneys' fee to be paid by Home Owner.

13. Rule Violation Fee. This fee shall be equal to the greater of (1) \$\_\_\_\_\_ per day for each day a violation is committed or continues, or (2) the amount of any funds expended or costs incurred by Community Owner as a result of a violation of a Community rule by Home Owner or by any person residing in his home or in the Community 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 Community Owner to Home Owner of the violation of the Community rules and regulations and of the amount due from Home Owner.

14. Insurance fee. \$\_\_\_\_\_. If available for his home, home owner is required to obtain an insurance policy or policies of comprehensive liability (of not less than \$300,000), insurance insuring Home Owner

against perils arising out of the ownership, use, occupancy or maintenance of the manufactured home lot and all areas appurtenant thereto. If Home Owner fails to procure and maintain said insurance, Community Owner may, but shall not be required to, procure and maintain same and charge Home Owner for the expense of the policy or policies.

15. Community Insurance Assessment Fee: \$\_\_\_\_\_ per year. This fee will be charged as an annual assessment equal to a pro rata share of the costs of all insurance (including but not limited to property, liability, business interruption) carried by Community Owner with respect to the community over a base amount of \$\_\_\_\_\_.

16. Emergency Charges. \$\_\_\_\_\_. In the event of any emergency in which the Community Owner or his agents or employees shall be required to take any action, with or without the express consent of any mobile home owner, to protect the property of any mobile home owner from any disaster, including, but not limited to, fire, flood, tornado, windstorm, rainstorm, or hurricane, all reasonable costs incurred in such event, plus an amount not in excess of 50% of such costs, shall be promptly reimbursed by such mobile home owner to the Community Owner, upon being billed for the same.

17. Large Item Trash Removal Charge -- a minimum of \$\_\_\_\_\_ 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 Community (i.e. refrigerators, large appliances, etc.) if the Home Owner fails and/or refuses to remove same.

18. Lot Clean-Up Charge -- \$\_\_\_\_\_ (per man hour) In case of fire, wind or water damage to Home Owner's property, or in the event that Home Owner's lot is not kept clean and free of trash or debris, Home Owner shall be responsible for any cost of repairs, removal of debris, and clean up of lot.

19. Home Removal Security Deposit--\$\_\_\_\_\_. To ensure that the Community is compensated for any damage to the lot resulting from the removal of the manufactured home or the failure of the Home Owner to properly restore the lot at the time of removal of the manufactured home, Home Owner shall within seven days prior to removal of the home from the Community pay a Home Removal Security Deposit. The Community reserves the right to claim against the security deposit for the cost of repair or restoration of the lot or for any cleanup of the lot after removal of the home.

20. Damaged Home Removal Fee -- \$\_\_\_\_\_.

21. Mechanic's Lien Assessment: \$\_\_\_\_\_ A charge equal to all amounts paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorney's fees, if any, together with interest thereon from the time or times of payment at the maximum rate allowed by law, result from a mechanic's lien placed on Community Owner's property as the result of actions by Home Owner.

22. Unapproved Pet Fee - \$\_\_\_\_\_ per pet per day that an unapproved pet remains in the home after receipt of written demand from Community Management for removal of the pet.

23. Bulk Video and/or Bulk Internet. If subsequently offered by the Community, the cost of Bulk Video and/or the cost of Bulk Internet Service shall be charged to all home owners who have not opted out at the initial offering from such service on a monthly basis as a separate charge not included in the base rent as part of the Lot Rental Amount, as defined in Section 723.003(6), Florida Statutes. The monthly charges on the Effective Date are \$\_\_\_\_\_ per month for Bulk Video and/or Bulk Internet plus applicable taxes and fees and governmental charges. Any increase in the rates for Bulk Video and/or Bulk Internet shall be applicable as of the date when the increase in rates is incurred by Community Owner without the necessity of a 90 day notice. These fees or charges may be changed by Community Management after providing at least 90 days' notice as required by Chapter 723, Florida Statutes, in the same manner and under the same conditions set forth elsewhere in this Prospectus for lot rental amount increases. Community Owner reserves the right to terminate bulk video and/or bulk internet services in the Community at any time if, as determined in the sole discretion of Community Owner, the number of home

owners opting out of this service has become so great as to make it untenable for Community Owner to continue to provide the services.

24. Vehicle Towing Fee: \$\_\_\_\_\_ If Community Owner is required to remove an unauthorized or illegally parked vehicle(s), Tenant will be charged the actual amount charged by the tow truck operator, including any storage charges.

These fees or charges may be changed by management in the same manner and under the same conditions set forth elsewhere in this Prospectus for lot rental amount increases.

All costs of move-in of the mobile home into the Community, including transportation, set-up, landscaping, permits, hook-ups to all utilities and services, cost of acquiring and installing skirting, steps, patio covers, and tie-downs, as well as cost of removing hitches or all concrete and the cost of insurance as required by the Community rules and regulations attached hereto will be the responsibility of Home Owner.

**Governmental and Utility Charges.** Community Management reserves the right to charge Home Owner a pro rata share of the total amount of a governmental or utility charge imposed on the Community by any state or local government or utility company. If Community Management charges any of these to Community homeowners it will do so only in conformity with Chapter 723, Florida Statutes. In addition, such costs will be passed on based on a pro rata share calculated based on the number of leased mobile home lots in the Community. If any of these charges are recovered from Home Owner for any of the items set forth above, those items will not be utilized simultaneously included in the base monthly lot rental amount. The governmental and utility charges that the residents are or may be responsible for include but are not limited to the total amount of ad valorem property taxes charged to the Community. The increase in the amount of ad valorem property taxes and the total amount of non-ad valorem assessments; personal property taxes; excise or tourist tax; stormwater utility charges, ambulance fees; fire tax; special assessments, Department of Business and Professional Regulation annual fee; and all costs charged by the state or local government or utility company; sales tax and pass through charges and any presently unknown governmental or utility charges which are charged to Community Owner in the future by any federal, state, regional 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 Community Owner has been assessed or paid any of the charges since the last notice of increase in lot rental amount.

**Pass through charges.** Pass through charges including the necessary and actual direct costs and impact or hook up fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hook up fees incurred for capital improvements required for public or private regulated utilities. Pass through charges shall be calculated by dividing equally among the affected developed lots in the community the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements servicing the recreational and common areas and all affected developed lots in the community;

Certain of the above-mentioned government and utility charges and costs which are billed by either the federal, state, regional or local governmental entities or utility companies may be charged to the Home Owners after providing notice as required by Chapter 723, Florida Statutes, at any time during the lease term. The amount of an increase in these charges shall be limited to the increased costs or charges billed to the Community Owner by the federal, state, regional or local governmental agency or utility company plus any maintenance and administrative costs relating to same as is permitted by Section 723.045, Florida Statutes. Ad valorem property taxes which are separately prorated, billed and collected pursuant to this provision will not be otherwise collected as part of the base rent. For purposes of this prospectus, garbage collection is considered a utility.

The dollar amounts set out above represent only the amount charged for each rental category on the Delivery Date. As disclosed in this Prospectus, such amounts are subject to increase. Wherever "none" or "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 Community Owner on the Delivery Date but may still be charged in the

future, or that services related to that category are not currently provided but may be provided and charged for in the future, or are currently provided as part of the base rent. The amount of those charges may be increased as described in this Prospectus. In addition to the Lot Rental Amount, the Resident is responsible for paying the charges for those utility and other services which are billed directly to the Resident, including electricity, water, sewer, telephone, and cable television, and for the charges for maintenance of the Resident's lot and Resident's mobile home and all utility systems on the Resident's lot which are not expressly specified herein to be the responsibility of the Community Owner; and the Resident shall pay any charges for services which the Community Owner is not now providing and chooses to provide in the future to the Resident on an individual contract basis between a Resident and the Community Owner. Further, nothing in this Prospectus shall be deemed a waiver of the Community Owner's right to collect from the Home Owner any damages that the Community Owner may sustain as a result of or in connection with a tortious act, neglect or breach of lease by the Home Owner or by anyone permitted to be on Community property by the Home Owner.

The Community Owner reserves the right to increase the lot rental amount by an amount established by the Community Owner and in the manner as set out in the Community's Prospectus after providing at least ninety (90) days advanced written notice (or such notice as otherwise required by Chapter 723, Florida Statutes, as amended) to all affected Home Owners of such increase(s). The home owner and the Community may agree upon a different means of determining increases in monthly lot rental amount than that disclosed herein. Any such agreement shall be reflected in a lot rental agreement executed by the home owner and filed with the Division of Condominiums, Timeshares and Mobile Homes as an amendment to this prospectus. This prospectus shall be deemed to be modified to the extent that any provision contained herein is in conflict with any provision of such a new lot rental agreement.

#### **Legal Expenses**

In the event that it shall become necessary for the Community Owner to employ the services of an attorney to enforce any of its rights under this Prospectus or to collect any sums due to him under the Lot Rental Agreement or to remedy the breach of any covenant of the Rules and Regulations, regardless of whether suit be brought, the Manufactured Home Owner shall pay to the Community Owner such reasonable fees as shall be charged by the Community Owner's attorney for such services. Should suit be brought, by reason of any dispute under this Prospectus, the Lot Rental Agreement or the Rules and Regulations, the prevailing party shall be entitled to recover from the other party all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

**Community Improvements.** Community Owner hereby declares its reservation of right from time-to-time hereafter in its sole discretion either to remove, alter or upgrade one or more of the facilities or improvements within the Community or to construct and add to the Community additional facilities or improvements for use by the mobile home owners to the extent permitted by law. Costs for such upgrading or construction of new facilities and improvements may be charged to each mobile home owner in the Community as an assessment payable to the Community Owner and shall be uniformly applied against all lots within this Community or lots within any other community for which, pursuant to the reservation of right by Community Owner, may subsequently also use the Community facilities and improvements.

#### **Increases in Lot Rental Amount**

1. The lot rental amount includes all financial obligations, except user fees, which are required as a condition of Home Owner's tenancy. 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 the Community Owner. However, except for increases resulting from the imposition of certain government and utility charges and from pass-through charges, the lot rental amount will not be increased more frequently than annually. The Community Owner may increase the lot rental amount on a date other than the date of expiration of the initial 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.

2. The Community, 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 in paragraph 3 below.

3. **Factors Affecting Increases in Base Rent and Special Use Fees.** Factors influencing the level of increase in base rent and special use fees include increased operational costs; the prevailing market and economic conditions at the time notice of such increase is furnished by the Community Owner; an increase in the fair market value of the Community; the risk rate of net return on the fair market value of the Community; and also the cost incurred as a result of actions by any governmental unit or utility or utility companies. Additionally, factors affecting the cost or charge for a special use fee listed above may also include increased costs incurred by the Community for services or activities making up such special fees; that amount other similarly situated communities charge for the same special fee; that amount charged by the community to encourage compliance with the Rules and Regulations (Rules and Regulations); and any expenses, operating costs or management costs incurred by the Community to which the Community can reasonably charge for providing such services or activities associated with such special fees. An increase in one or more of these factors may result in an increase in the Home Owner's base rent, other charges, or in both. In setting lot rental amounts for any particular year, the Community Owner may rely upon any one or more of these factors, to the exclusion of any other factors, based exclusively on the Community Owner's business judgment.

a. Any increases in the costs of operations including costs, charges, and expenses of every kind and nature paid or incurred by the Community Owner in operating, managing, repairing, maintaining, and administering the Community including the following:

(1) The costs of all insurance carried by the Community Owner with respect to the Community, including all fire and extended coverage and liability policies, car and theft coverage, fidelity bonds and any other insurance;

(2) The costs for repairs, maintenance, deferred maintenance and replacements;

(3) Office expenses including but not limited to telephone, office supplies, salaries, and other compensation, accounting and auditing fees;

(4) The costs of janitorial, security, cleaning, and pest control services;

(5) The costs of redecoration, renovating, and landscaping the common areas in the Community, and of striping, patching, and repaving any roadways, vehicular parking areas or storage areas in the Community;

(6) All costs, fees and expenses associated with the Community Owner staying current and in compliance with all applicable federal, state, or local laws, ordinances or regulations, including but not limited to attorneys' fees, legal fees, court costs, investigating costs and the like;

(7) The costs of all utilities (including, without limitation, water, sewer, electricity, gas and waste disposal) used or consumed in the Community, unless otherwise charged directly to tenant as provided in this prospectus, and except any of such utilities that are separately metered or billed to the Home Owner;

(8) The costs of providing heating, ventilating, and air conditioning services to any recreational building or other common area or facility in the Community;

(9) Salaries and other remuneration and compensation paid to persons or firms engaging in operating, managing, repairing, maintaining, or administering the Community, including but not limited to automobile and truck expenses;

(10) Management fees and expenses paid in connection with the operation and management of the Community, including any such fees paid to the Community Owner or any affiliate of the Community Owner,

travel expenses, dues and fees for any industry organization, subscriptions, and advertising, educational fees, seminars, tuition, travel and lodging;

(11) If not otherwise collected as a Governmental and Utility Charge, the cost of capital improvements and repairs made in order to conform to the requirements of any law, ordinance or other government requirement applicable to the Community, the cost of any such capital improvement or repair shall include interest based on Community Owner's then cost of borrowing.

(12) All attorneys fees, court costs, investigation costs and other costs and expenses including supplies not otherwise expressly excluded hereunder, attributable to the operation, management, repair, maintenance, or administration of the Community;

(13) All costs, fees and charges including interest associated with borrowing money to pay any of the fees, costs, expenses and charges described in this prospectus section entitled "Lot Rental Amount."

(14) All costs of advertising and promotion.

(15) A reasonable amount as determined in the sole discretion of the Community Owner shall be added to operating expenses for the value of services the Community Owner or other individuals are supplying to the Community which are not included in operating expenses as listed above.

(16) Rents and additional rents payable under any ground lease.

(17) License fees, permit fees and other fees and charges payable to the State of Florida or to any agency or municipality thereof to the extent that same is not otherwise collected as a Governmental charge.

(18) Fire district assessments that may from time to time be levied against the Community.

(19) The costs of training personnel.

(20) The cost of permanent and non-permanent improvements.

(21) Improvements to the Community property which are not otherwise specified herein, but which are made to the Community property by the Community Owner for the benefit of the residents, may cause an increase in the lot rental amount.

b. **Prevailing market conditions** are established based on those base rents and other charges imposed in comparable communities, or base rents and other charges willingly paid by new Home Owners of this Community. For this purpose, a Community will be deemed comparable if it is located in the general competitive region of this Community, and offers similar facilities, densities, common areas, amenities, management, services, appearance and aesthetics. For purposes of comparison, base rent may but need not be set higher or lower than those in comparable communities after reasonable adjustments for differences in facilities, densities, common areas, amenities, management, services, appearance and aesthetics.

c. **Prevailing Economic Conditions** refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the base rent and other charges for any increase in the amount thereof. These factors include:

(1) the cost attendant to the replacement of this Community in the economic environment existing at the time of any rental increase, including land and acquisition costs, construction costs, and losses associated with the operation of a Community prior to full occupancy, and the level at which the lot rental must be established in order that the Community Owner will realize a reasonable return on the costs referred to in this clause (1);

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

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

(4) the levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U. S. City Average - All Urban Consumers, 1982-1984 = 100, or in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index;

(5) the level at which the lot rental amount must be established in order that the Community Owner will realize a reasonable return on the "owners equity"; for this purpose the "owners equity" refers to the fair market value of the Community from time to time, less existing mortgage indebtedness;

(6) other economic factors which might reasonably be expected to affect either the value of the Community, the rate of return available to the Community Owner at the existing level of lot rental amount, the present value of the real estate investment and the rate of return of that investment in the current economic conditions, and which would be required in the Community in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Community.

d. **Cost of Other Housing.** The costs of other types of housing in the State of Florida which may include apartment rental and ownership or rental of condominium units and single family homes.

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 changes in the rates charged for the provision of such services and taxes by any federal, state, regional or local government or utility authority. An increase in such rates may result in an increase in Governmental and Utility Charges. The costs charged to the Community 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 occupied lots or by such other means as are established by the acts of government. The amount of increase in Governmental and Utility Charges shall be limited to the new or increased costs charged to the Community Owner plus any maintenance and administrative costs relating to same as is permitted by Section 367.022, Florida Statutes.

5. **Factors Affecting Pass Through Charges.** The Home Owner will be responsible for payment of those pass through charges assessed to the Community Owner by federal, state, regional or local government or utility companies. The charges may be assessed more often than annually and will be assessed based on each home owner's proportionate share.

6. Increases in lot rental amount shall automatically become a part of the lot rental agreement unless the tenant shall advise the LANDLORD in writing thirty (30) days prior to the expiration of the current term of tenant's intention to vacate the premises and not enter into a new term.

#### 7. **Additional Considerations**

Any person who wishes to become a resident of the Community must sign a lot rental agreement applicable to his tenancy and be approved by Management prior to purchasing a home or initiating residence in the Community.

Nothing contained herein prevents Management from discussing with any resident or resident's association an alternative manner of adjusting rents, or from offering or entering into rental agreements, mutually agreeable to Management and a resident, on terms differing from those described herein.

Each lease term under this prospectus is independent of any other such lease term. Failure of the Community Owner to implement the full amount of an increase in lot rental amount as allowed by law and this prospectus during any lease term shall not preclude the Community Owner from increasing the lot rental amount at a later time in the manner prescribed by and consistent with Sections 723.037(1) and 723.031(5), to recoup the difference.

If the Home Owner pays all or a portion of the lot rental amount but the Community Owner has actual knowledge that the Home Owner is in default of or has breached any obligations under the Home Owner's prospectus or lot rental agreement or the Rules and Regulations, the Community Owner's receipt of payment shall not be deemed a waiver of such breach or default.

The Community Owner may elect to not increase the base rent, a specific fee, or any other portion or all of the lot rental amount. Any such election shall not preclude the Community Owner from adjusting the lot rental amount or any portion thereof at a subsequent date for any amount or cost so deferred, to the extent permitted by Chapter 723, Florida Statutes, and the failure of the Community Owner to charge or to increase an existing charge for one of the special use fees set forth herein shall not constitute a waiver of the Community Owner's right to implement or increase such a charge.

**Insurance.** Home Owner shall at his expense, obtain and keep in force during the term of his Lot Rental Agreement a policy or policies of comprehensive liability, fire, windstorm and flood insurance insuring Community Owner and Home Owner against perils arising out of the ownership, use, occupancy or maintenance of the manufactured home lot and all areas appurtenant thereto. This shall also include coverage for the removal of the manufactured home after a fire, windstorm, flood or Act of God. The limit of said insurance shall not limit the liability of Home Owner hereunder. Home Owner may carry said insurance under a blanket policy, providing however, said insurance by Home Owner shall have a Community Owner's protective liability endorsement attached thereto. If Home Owner fails to procure and maintain said insurance, Community Owner may, but shall not be required to procure and maintain same. Any such insurance obtained by the Community Owner shall be at the expense of the Home Owner. Insurance required hereunder shall be in companies rated A+, AAA or better in the "Best Insurance Guide." Prior to occupancy of lot, Home Owner shall deliver to Community Owner copies of policies required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Community Owner. No policy shall be canceled or subject to reduction of coverage except after ten days prior written notice to Community Owner. At the request of Community Owner at anytime during the tenancy, Home Owner shall provide a copy of the aforementioned policies.

**Indemnification and Liability of Community Owner.** Community Owner shall not be liable for any loss, injury, death, or damage to persons or property which may be suffered by Home Owner or by any person whosoever 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 Home Owner or of any occupant, 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 Home Owner shall indemnify the Community Owner against all claims, liability, loss, or damage whatsoever as described herein including but not limited to costs, counsel and investigation fees, expenses and liabilities. Home Owner 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 Home Owner's own selection, but satisfactory to the Community Owner, for the necessary defense of any claim. Home Owner shall look solely to the ownership of the Community Owner's proprietary interest in the manufactured home Community property for the collection of any judgment or other judicial process requiring the payment of money by Community Owner, or judgment or other judicial process requiring performance of an act in the event of any default or breach by Community Owner with respect to any of the terms, covenants and conditions of this agreement to be observed or performed by Community Owner (hereinafter aggregately referred to as "judgments" against Community Owner) and no other property or assets of Community Owner shall be subject to levy, execution or other enforcement procedure for the satisfaction of Home Owner's remedies or of any judgments against Community Owner in the event of a violation by Community Owner of any of the provisions of this prospectus, the Community's Rules and Regulations or lot rental agreement. This provision shall not limit the Community Owner's obligations as set forth in section 723.022, Florida Statutes.

## IX. USER FEES

The Home Owner may at some time in the future be offered services by the Community Owner for which user fees will be charged. A "user fee" is a charge "in addition to the lot rental amount for nonessential optional services provided by or through the Community Owner to the manufactured home owner under a separate written agreement between the manufactured home owner and the person furnishing the optional service or services". A user fee will only be charged to those Home Owners who desire to use the services provided. A user fee is not related to the lot rental amount. A user fee is currently charged by the Community Owner for:

Pet User Fee: \$\_\_\_\_\_

Community Management anticipates that the above-referenced user fees may be increased to reflect prevailing market or economic conditions in the manner discussed above regarding lot rental amount, or to reflect an increased level of utilization by the mobile home owners. An increase in one or more of these factors may result in an increase in the Community's user fees.

Ten days notice of any increase in user fees shall be given to all affected homeowners. Notice of increase will be given by posting a notice at the facility, by personal delivery, or by U.S. Mail delivery. Notice by U.S. Mail will be considered made upon the mailing of notice to the Home Owner's last known address.

## X. RULES AND REGULATIONS

Rules and Regulations currently in effect governing the Residents' behavior, guest procedures, etc. are contained in "Exhibit C" attached hereto and incorporated herein by reference.

**Changes in Rules and Regulations.** The Rules and Regulations may be changed, or new Rules and Regulations may be adopted, at the discretion of the Community Owner. The Community Owner will make such changes in the Rules and Regulations as the Community Owner deems to be in the best interest of the safety, security, and aesthetic quality of the Community and the residents. Notwithstanding the foregoing, the Community Owner shall give all Home Owners prior written notice, as required by Chapter 723, Florida Statutes, of any change in the Rules and Regulations or adoption of new Rules and Regulations. Rules and Regulations adopted as the result of restrictions imposed by governmental entities and required to protect the public health, safety or welfare, will become effective at the time specified in the rule regardless of notice requirements which may be applicable to the adoption of other types of rules.

New Rules and Regulations may be adopted subject to the following procedure: If the Community Owner desires to change a rule or adopt a new rule, it will give written notice to each Home Owner in the manner required by law at least ninety (90) days before the effective date of the change; provided however, that if the change or new rule is the result of restrictions imposed by governmental entities and is required to protect the public health, safety or welfare, it will become effective at the time specified in the rule, notwithstanding said ninety (90) day period.

## XI. ZONING AND LAND USE OF THE COMMUNITY

**Current Zoning Classification.** The present zoning of Rancho Village Mobile Home Park is RHM. The permitted use under this zoning classification are, as defined in Subsection 5104.c.1. of said zoning code, which states, in pertinent part, as follows: "A mobile home community . . . with continuing local general management. It has special facilities for common use by the occupants, and may include such items as common recreational buildings and areas, common open space, laundries, and the like."

**Zoning Authority.** The name of the zoning authority which has jurisdiction over this property is the City of Largo. There are no definite future plans of the owners of this property to seek a change in the use of the land comprising Rancho Village Mobile Home Park.

**Community Owner's Future Plans Regarding Development of the Community.** The Community Owner has no definite future plans for changes in the use of the land comprising the Community. The Community Owner reserves the right to do so, however, subject to the provisions of Chapter 723, Florida Statutes.

## **XII. AMENDMENTS**

The Community Owner reserves the right to amend this Prospectus or any Exhibit thereto from time to time to the extent permitted by law to conform with changes in relevant statutory provisions or changes in relevant rules of the Department of Business and Professional Regulation, or any other agency having jurisdiction over the operation of this manufactured home Community.

## **XIII. PROSPECTUS APPROVAL**

All information provided in this prospectus is as of the date of approval hereof by the Florida Department of Business and Professional Regulation as set forth below. The Community Owner assumes no responsibility to keep such information current, except as may be required by law.

This prospectus was determined adequate to meet the requirements of Chapter 723, Florida Statutes, by the Florida Department of Business & Professional Regulation, Division of Land Sales, Condominiums and Mobile Homes on this 2<sup>nd</sup> day of May, 2025.

Prospectus #PRMZ001777-P3

The lot to which this prospectus applies is lot #\_\_\_\_\_.

As subsequently amended and approved by the Florida Department of Business & Professional Regulation, Division of Condominiums, Timeshares and Mobile Homes on \_\_\_\_\_.

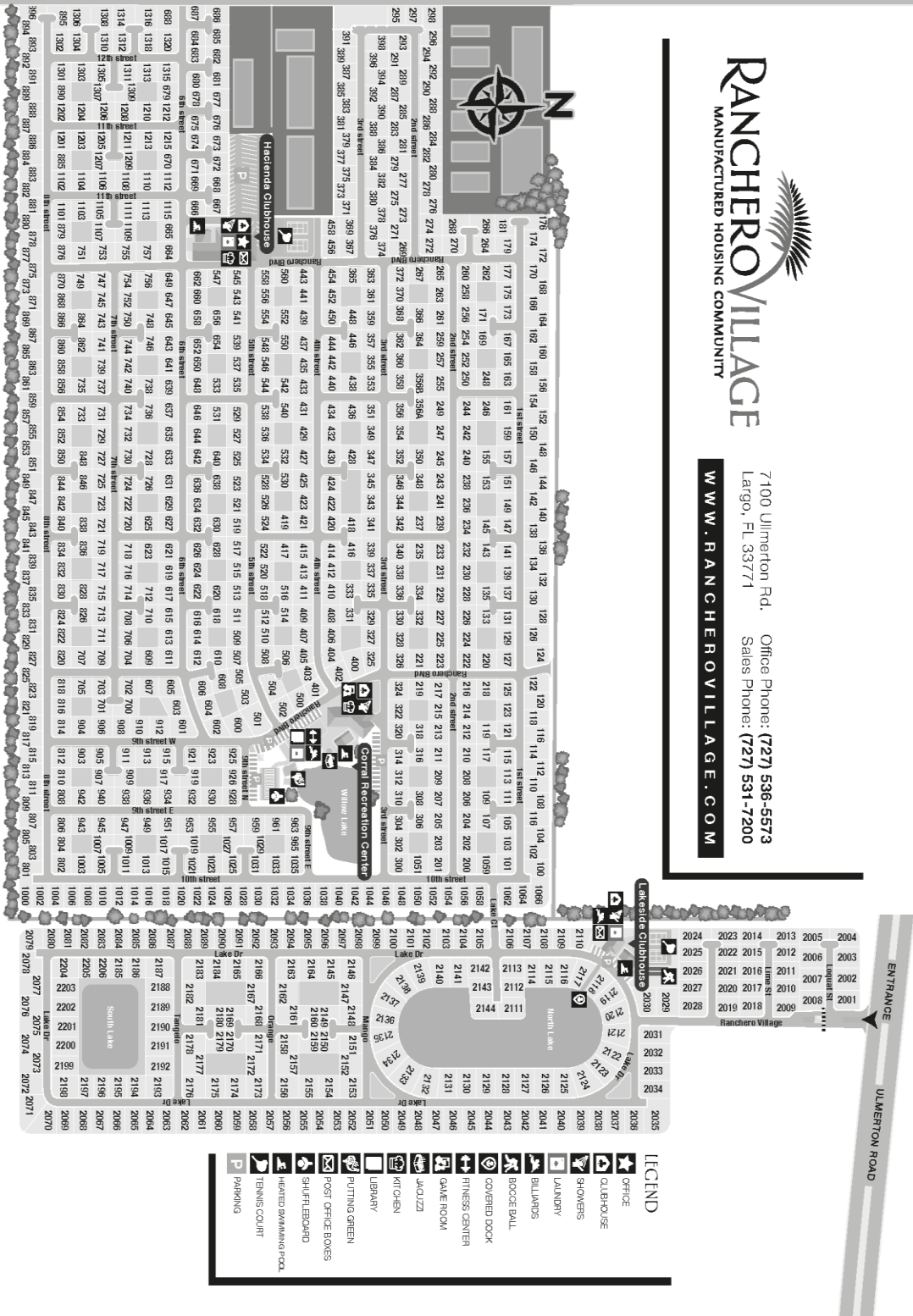
**EXHIBIT "A"**

**COMMUNITY SITE PLAN**

# RANCHERO VILLAGE

MANUFACTURED HOUSING COMMUNITY

7100 Ulmerton Rd. Office Phone: (727) 536-5573  
 Largo, FL 33771 Sales Phone: (727) 531-7200  
**WWW.RANCHEROVILLAGE.COM**



**EXHIBIT "B"**

**LOT RENTAL AGREEMENT**

**RANCHERO VILLAGE MOBILE HOME PARK  
LIFETIME LOT RENTAL AGREEMENT**

This Lot Rental Agreement between Rancho Village Inc., the owner and operator of Rancho Village Mobile Home Park (the "Community Owner") and \_\_\_\_\_ (the "Tenant") shall be effective on \_\_\_\_\_, 20\_\_\_\_, and shall remain in effect until \_\_\_\_\_, 20\_\_\_\_, unless terminated earlier as provided in this Agreement.

The purpose of this Agreement is to describe the unique relationship that exists between two property owners: the entity which owns the real estate and common area improvements in Rancho Village Mobile Home Park, and Tenant, who owns a home located in the Community. Please provide all of the information requested below regarding the home as well as a copy of the title to the home and of any mortgage contract or other documents evidencing a lien on the home.

VIN \_\_\_\_\_

MAKE \_\_\_\_\_ YEAR \_\_\_\_\_ SIZE \_\_\_\_\_ VIN \_\_\_\_\_

REGISTERED OWNER(S) \_\_\_\_\_

1ST LIENHOLDER: NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_; PHONE ( ) \_\_\_\_\_

\*2ND LIENHOLDER: NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_; PHONE ( ) \_\_\_\_\_

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 Community and that Chapter 723, Florida Statutes, governs this Lot Rental Agreement.

**A. TERM.** This Lot Rental Agreement shall be effective on \_\_\_\_\_, 2\_\_\_\_, and shall automatically renew in a series of one-year annual terms beginning January 1, 20\_\_\_\_ (the lease anniversary date) until: (1) the death of a surviving Initial Tenant as defined below, or where the lot rental agreement was executed by only one of the approved Initial Tenants, until the death of the surviving Initial Tenant; (2) the sale of the Home; (3) the transfer of title of the home to a third party; or (4) issuance of a final judgment of eviction of Tenant(s) for nonpayment of lot rental amount.

This Lot Rental Agreement allows the Tenant to use the space known as \_\_\_\_\_ for the placement of his or her home and allows the Tenant the use of common area facilities at Rancho Village Mobile Home Park subject to lawfully established Rules and Regulations. Nothing in this Agreement gives the Tenant a property interest in any part of the Community Owner's real estate; nothing in this Agreement gives the Community Owner any property interest in the Tenant's home although such interest may arise through imposition of the landlord's liens existing under Florida law at the time of execution hereof and any other landlords' liens later enacted by the State of Florida.

**B. OCCUPANCY.** The following individuals shall be the "initial residents" for purposes of this Lot Rental Agreement and may occupy the above-specified space. Occupancy of the space by any person(s) whose stay with Tenant exceeds 15 consecutive days or 30 total days per year, without written approval of Community Management, shall be considered a material default of this Lot Rental Agreement:

Name	Date of birth	Name	Date of birth
Name	Date of birth	Name	Date of birth

\*If information regarding the lienholder(s) changes, the Community Owner requires that the Tenant provide, and Tenant agrees to provide, information regarding the new lienholder(s).

No other persons may occupy Tenant's home without written permission from Community Management.

**C. LOT RENTAL AMOUNT**

1. **BASE RENT.** In consideration for the use of common area facilities and for the use of a place to locate a home, the Tenant shall pay to the Community Owner in advance on the first day of every month a base rent of \$\_\_\_\_\_ without any deduction or offset. If the commencement of the term is on the first day of the month, Tenant has paid to Community Owner with the signing of this Lot Rental Agreement the base rent for the first month. All payments of base rent and other charges shall be paid at the office of the Community Manager, or at such other address as the Community Landlord may designate from time to time by written notice to Tenant.

2. **OTHER FEES AND CHARGES.** All fees, charges or assessments shall be deemed additional rent and shall be due and payable on or before the 30 day after the Home Owner receives notice that the fee, charge or assessment has been imposed. The Home Owner shall be notified of any increase in the fees at least ninety (90) days prior to the effective date of such increase. Tenant may also be assessed the following fees and charges:

**Special Use Fees:**

a. Entrance Fee \$\_\_\_\_\_ one-time fee for mobile home placement on a vacant lot; subject to requirements of Section 723.041, Florida Statutes.

b. Application Fee. \$\_\_\_\$40.00\_\_\_\_\_. This fee will be charged by Community 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 Community.

c. Additional Resident Fee \$\_\_\_\$50.00\_\_\_\_\_ per month for each individual in excess of the individuals permitted to reside in the mobile home pursuant to the rental agreement. At the end of each lease year, Community Owner shall return any such fee related to any such additional occupant if such additional person(s) occupancy during the year was not in excess of 15 consecutive days or 30 total days per year.

d. Late Payment Fee \$\_\_\_\$50.00\_\_\_\_\_ per each month payment is not received within five days after the due date. The home owner shall be allowed to cure the default resulting from the late payment by payment of the outstanding amount in full including late charges.

e. Return Check Fee \$\_\_\_\$35.00\_\_\_\_\_ per check returned by resident's bank.

f. Pest Control Fee \$\_\_\_\_\_ per month for the lot.

g. Special Service Fee \$\_\_\_\_\_ per hour, but not less than \$\_\_\_\_\_ per service call, for any repair, maintenance or service that is performed by the Community but is the responsibility of the mobile homeowner, plus cost of pertinent materials.

h. Special Use Fee \$\_\_\_\_\_ per special use or private use of any common facility.

i. Installation and Set-up Fee \$\_\_\_\_\_ per installation and set-up for mobile home placement on a vacant lot, subject to Section 723.041, Florida Statutes.

j. Water Fee \$\_\_\_\_\_ per month. Water is provided by the Pinellas County Utilities Department and is billed monthly to Community Owner based upon the amount consumed as determined by the Community's one master meter. Individual water meters are installed at each mobile home lot and home owners

are also billed for water service to the lot as described below in addition to the monthly pro rata share of the Community's cost of water service as determined based on the Community's master water meter.

k. Sewage Fee \$\_\_\_\_\_ per month. Sewage service is provided by the Pinellas County Utilities Department and is billed monthly to Community Owner based upon the amount of sewage service used as determined by the Community's one master meter. Individual water meters are installed at each mobile home lot and home owners are also billed for sewage service to the lot as described below in addition to the monthly pro rata share of the Community's cost of water service as determined based on the Community's master water meter.

Home Owner shall be billed separately for the water and sewer service used on the lot, as indicated by the water meter installed on the lot plus a pro rata share of the normal monthly sewer charge for your lot as determined from the Community's master meter.

l. Attorney's Fees -- \$\_\_\_\_\_. Home Owner shall pay for all reasonable attorney's fees incurred by the Community as the result of any action taken by the Community against Home Owner to collect delinquent lot rental amount, enforce the Lot Rental Agreement or the Community 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 Home Owner is the prevailing party, Home Owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes. Likewise, if Community Owner is the prevailing party, Community Owner is entitled to a reasonable attorneys' fee to be paid by Home Owner.

m. Rule Violation Fee. This fee shall be equal to the greater of (1) \$\_\_\_\_\_ per day for each day a violation is committed or continues, or (2) the amount of any funds expended or costs incurred by Community Owner as a result of a violation of a Community rule by Home Owner or by any person residing in his home or in the Community 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 Community Owner to Home Owner of the violation of the Community rules and regulations and of the amount due from Home Owner.

n. Insurance fee. \$\_\_\_\_\_. If available for his home, home owner is required to obtain an insurance policy or policies of comprehensive liability (of not less than \$300,000), insurance insuring Home Owner against perils arising out of the ownership, use, occupancy or maintenance of the manufactured home lot and all areas appurtenant thereto. If Home Owner fails to procure and maintain said insurance, Community Owner may, but shall not be required to, procure and maintain same and charge Home Owner for the expense of the policy or policies.

o. Community Insurance Assessment Fee: \$\_\_\_\_\_ per year. This fee will be charged as an annual assessment equal to a pro rata share of the costs of all insurance (including but not limited to property, liability, business interruption) carried by Community Owner with respect to the community over a base amount of \$\_\_\_\_\_.

p. Emergency Charges. \$\_\_\_\_\_. In the event of any emergency in which the Community Owner or his agents or employees shall be required to take any action, with or without the express consent of any mobile home owner, to protect the property of any mobile home owner from any disaster, including, but not limited to, fire, flood, tornado, windstorm, rainstorm, or hurricane, all reasonable costs incurred in such event, plus an amount not in excess of 50% of such costs, shall be promptly reimbursed by such mobile home owner to the Community Owner, upon being billed for the same.

q. Large Item Trash Removal Charge -- a minimum of \$\_\_\_\_\_. 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 Community (i.e. refrigerators, large appliances, etc.) if the Home Owner fails and/or refuses to remove same.

r. Lot Clean-Up Charge -- \$\_\_\_\_\_ (per man hour) In case of fire, wind or water damage to Home Owner's property, or in the event that Home Owner's lot is not kept clean and free of trash or debris, Home Owner shall be responsible for any cost of repairs, removal of debris, and clean up of lot.

s. Home Removal Security Deposit--\$\_\_\_\_\_. To ensure that the Community is compensated for any damage to the lot resulting from the removal of the manufactured home or the failure of the Home Owner to properly restore the lot at the time of removal of the manufactured home, Home Owner shall within seven days prior to removal of the home from the Community pay a Home Removal Security Deposit. The Community reserves the right to claim against the security deposit for the cost of repair or restoration of the lot or for any cleanup of the lot after removal of the home.

t. Damaged Home Removal Fee -- \$\_\_\_\_\_.

u. Mechanic's Lien Assessment: \$\_\_\_\_\_ A charge equal to all amounts paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorney's fees, if any, together with interest thereon from the time or times of payment at the maximum rate allowed by law, result from a mechanic's lien placed on Community Owner's property as the result of actions by Home Owner.

v. Unapproved Pet Fee - \$\_\_\_\_\_ per pet per day that an unapproved pet remains in the home after receipt of written demand from Community Management for removal of the pet.

w. Bulk Video and/or Bulk Internet. If subsequently offered by the Community, the cost of Bulk Video and/or the cost of Bulk Internet Service shall be charged to all home owners who have not opted out at the initial offering from such service on a monthly basis as a separate charge not included in the base rent as part of the Lot Rental Amount, as defined in Section 723.003(6), Florida Statutes. The monthly charges on the Effective Date are \$\_\_\_\_\_ per month for Bulk Video and/or Bulk Internet plus applicable taxes and fees and governmental charges. Any increase in the rates for Bulk Video and/or Bulk Internet shall be applicable as of the date when the increase in rates is incurred by Community Owner without the necessity of a 90 day notice. These fees or charges may be changed by Community Management after providing at least 90 days' notice as required by Chapter 723, Florida Statutes, in the same manner and under the same conditions set forth elsewhere in this Prospectus for lot rental amount increases. Community Owner reserves the right to terminate bulk video and/or bulk internet services in the Community at any time if, as determined in the sole discretion of Community Owner, the number of home owners opting out of this service has become so great as to make it untenable for Community Owner to continue to provide the services.

x. Vehicle Towing Fee: \$\_\_\_\_\_ If Community Owner is required to remove an unauthorized or illegally parked vehicle(s), Tenant will be charged the actual amount charged by the tow truck operator, including any storage charges.

**Governmental and Utility Charges.** These charges will be charged to the Tenant(s) on a pro rata basis or on such other bases as may be implemented by the governmental authority imposing such charges. ("Pro rata " means the ratio of the number of manufactured home lots leased by a resident by the total number of occupied manufactured home lots in the Community.) Pass through charges and ad valorem taxes and utility charges may be assessed more often than annually and may be assessed even during the initial term of this lot rental agreement. The governmental and utility charges which may currently be charged to the Tenant(s) are as follows:

- a. Water charges or increases in same for usage of water in common areas;
- b. Sewer charges or increases in same for usage of sewer service in common areas;
- c. Waste disposal charges or increases in same;
- d. "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 Community by any unit of government.

If the method of property taxation prevailing as of the delivery date is changed so that taxes now levied or assessed on Community property are replaced partially or completely by a tax levied or assessed upon the Community Owner as a capital levy or otherwise or on or measured by lot rental amounts received by the Community Owner from the Community, 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 by the manufactured home owners and shall be assessed based on the total ad valorem tax assessment on all of the property comprising the Community payable by the Community Owner divided by the number of occupied lots in the Community. Said payment shall be due from the manufactured home owner within one hundred (100) days from the date of notice to the Home Owner;

e. 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 Resident shall pay the amount of such taxes to the Community Owner at the time of the payment of the Lot Rental Amount which is subject to tax.

f. "Pass through charges" including the necessary and actual direct costs and impact or hook up fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hook up fees incurred for capital improvements required for public or private regulated utilities. Pass through charges shall be calculated by dividing equally among the affected developed lots in the community the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements servicing the recreational and common areas and all affected developed lots in the Community;

g. Expenses created and charged to the Community 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;

h. Special assessments or charges by any federal, state, regional or local government or utility company;

i. Replacement utility charges charged to the Community Owner or to the Tenant'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 of this Prospectus in replacement or substitution, in whole or in part, of any utility or other service that is provided or is available to Tenants on the delivery date;

j. New utility charges charged to the Community Owner by any federal, state, regional or local governmental entity or utility company that become available for the beneficial use and enjoyment of the Community residents after the delivery date of this Prospectus;

k. Any presently unknown governmental or utility charges, as defined above, which are charged to the Community Owner in the future by any federal, state, regional or local government or utility company may be charged to Tenant(s) in accordance with law;

l. In those instances where the utilities or any of them are owned or operated by the Community Owner, all related out-of-pocket costs including, without limitation, the cost of maintaining or operating the utility plant, repairs, capital improvements, and meeting governmental requirements;

m. Non-ad valorem assessments;

n. Costs (including interest based on Community Owner's then cost of borrowing) incurred by the Community Owner as a result of actions taken by federal, state, regional or local governmental entities or utility companies but not directly billed to the Community Owner by said federal, state, regional or local governmental entity or utility company. The Community Owner may recapture these types of costs by means of either a monthly pro rated charge or by a lump sum assessment to the Tenants; the choice of the method of

implementation of such a charge shall be in the total discretion of the Community Owner. These types of charges shall be charged to Tenant(s) after providing notice as required by Chapter 723, Florida Statutes, to the Tenant(s) on a pro rata basis as defined above and shall be limited to the amount of the increased costs or charges incurred by the Community Owner and any maintenance and administrative costs as permitted by Section 723.045, Florida Statutes, if applicable;

o. Charges to the home owner resulting from governmental requirements imposed on the park owner; and

Certain of the above-mentioned government and utility charges and costs which are billed by either the federal, state, regional or local governmental entities or utility companies may be charged to the Tenants after providing notice as required by Chapter 723, Florida Statutes, at any time during the lease term. The amount of an increase in these charges shall be limited to the increased costs or charges billed to the Community Owner by the federal, state, regional or local governmental agency or utility company plus any maintenance and administrative costs relating to same as is permitted by Section 723.045, Florida Statutes. For purposes of this prospectus, garbage collection is considered a utility.

The provisions of this Paragraph B. shall apply to all renewals of the Lot Rental Agreement pursuant to the Provisions of Paragraph C. hereof.

**D. RENEWAL.** Upon expiration of the current annual term, this Lot Rental Agreement shall automatically renew for a term not to exceed 12 months and shall be subject to increases in lot rental amount or other charges based on the market rate, or based on increases otherwise determined as set forth in the prospectus delivered to Tenant, provided that Tenant has not breached any of the terms, covenants, or conditions of this Lot Rental Agreement, the prospectus, the Rules and Regulations or Chapter 723, Florida Statutes. The Community Owner may also offer Tenant other lot rental agreements with terms and conditions different than those set forth above. Increases in the base rent, special use fees and governmental and utility charges, or other fees and charges will be determined in the manner disclosed in the Prospectus. The increased base rent or other fees or charges shall automatically become a part of the lot rental agreement upon renewal.

**E. SERVICES PROVIDED BY THE COMMUNITY OWNER.** At the time of execution of this Lot Rental Agreement, the following services are provided by the Community Owner as part of the lot rental amount: maintenance of the Community's common areas and use of the Community facilities; electric power for the street lights and common facilities (but not to each individual manufactured home in the Community); waste disposal and storm drainage. Tenant shall pay all charges billed to Tenant for water, sewer, electricity, telephone, cable television, and maintenance of Tenant's manufactured home and all other services required, utilized, rendered or furnished to or in connection with Tenant's lot or manufactured home. Maintenance provided in exchange for timely payment of the lot rental amount includes maintenance of: (a) recreational facilities and their adjacent areas; (b) Community office and restrooms; (c) streets (not including Residents' driveways); (d) Community-owned trees; and (e) Community common green areas including shrubs (but not including Residents' lots).

**F. TERMINATION.** Community Owner may terminate this Agreement upon the Tenant's failure to comply with this Agreement or with the Rules and Regulations, subject to the termination provisions of Chapter 723, Florida Statutes. This Agreement may be terminated only as permitted by applicable Florida law. The termination of this Lot Rental Agreement by the Community Owner and the removal of the Tenant shall not affect the liability of the Tenant at the time of the termination for any lot rental, fees, charges or other sums of money due to the Community Owner from the Tenant under this Lot Rental Agreement, or for any damages which the Community Owner may have suffered as a result of the failure of the Tenant to comply with the terms of this Lot Rental Agreement, the Community Rules and Regulations or Chapter 723, Florida Statutes; and in addition to removal of the Tenant, the Community Owner shall be entitled to collect the foregoing damages from the Tenant. The Community Owner shall have a lien on the manufactured home to secure the payment of all sums of money due from the Tenant to the Community Owner under this Lot Rental Agreement and all damages, costs and expenses provided for under this paragraph. Such lien may be enforceable by foreclosure. Removal of a manufactured home from the Community without prior notification of the Community Owner, as required by the Community's Rules and Regulations, and/or

prior to the end of the current rental term shall be a breach of this lot rental agreement. All lot rental amount owed hereunder for the balance of the lease term shall be accelerated and shall be due in full as of the date of removal of the home from the Community. All such payments shall thereafter be due and payable immediately. Community Owner and Tenant waive trial by jury in any action brought by either party in connection with this Lot Rental Agreement. Neither the provisions of this paragraph nor the acceptance of any rent for such holdover period shall constitute a waiver by Community Owner of any of Community Owner's rights of re-entry or of the right to terminate this Lot Rental Agreement or the term hereby granted, or to take any legal action available to Community Owner for dispossession of the Tenant.

**G. ACCELERATION.** In the event of a breach by Tenant of this Lot Rental Agreement, the Community's Rules and Regulations, the Prospectus or of Chapter 723, the Community Owner may do any or all of the following: terminate this Lot Rental Agreement; begin a legal proceeding in accordance with Chapter 723 to regain possession of the leased lot by Tenant's manufactured home; and/or maintain an action for collection of all accrued rent. In addition the Community Owner may declare the lot rental amount, for the entire balance of the current lease term to be immediately 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 Tenant/Community Owner 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 Community.

**H. CONDEMNATION.** Condemnation of the lot which is the subject of this Agreement or of all or a substantial portion of Rancho Village Mobile Home Park shall be sufficient grounds for the unilateral termination of this Agreement by Community Owner; however, in such event, Community Owner shall notify the Tenant in writing as required by law. No award for any partial or entire condemnation of the Community shall be apportioned, and the Tenant hereby renounces any interest in any award resulting from a condemnation of all or part of the real property, improvements and business at Rancho Village Mobile Home Park. Community Owner renounces any interest in any relocation award or personal property compensation made to the Tenant in connection with the condemnation or forced relocation of the Tenant's home and its appurtenances by a government body, unless the Tenant makes a claim against Community Owner for a relocation award or property compensation in connection with the displacement.

**I. RULES AND REGULATIONS.** The Tenant agrees to abide by and conform to all applicable Rules and Regulations adopted by Community Owner and implemented in compliance with state law. THE TENANT ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS, AND AGREES TO ABIDE BY THE Rules and Regulations PRIOR TO SIGNING THIS AGREEMENT and that prior to executing this Lot Rental Agreement he has had a reasonable opportunity to read and review it as well as the Community Rules and Regulations, and by signing this Lot Rental Agreement Tenant irrevocably for himself and for all other persons listed in this Lot Rental Agreement binds Tenant and all other persons listed herein to fully abide by the terms of this Lot Rental Agreement and by the Community Rules and Regulations. Community Owner may, at its discretion and in conformity with the law, amend the Rules and Regulations from time to time but shall specify the date of implementation of each such amendment, which date shall not be less than ninety (90) days after written notice to all affected residents in the Community and to the board of directors of the Tenants' association, if one has been formed, or such shorter period as may be allowed by law.

**J. TENANT CONDUCT AND OTHER GENERAL OBLIGATIONS.** Tenant agrees that he and all occupants of his manufactured home shall at all times conduct themselves with due regard for the personal and property rights of the other residents of the Community and will refrain from doing or causing to be done any act or thing that would create a nuisance, which term shall include obstruction or interference with the person and property rights of other occupants of the Community or with the orderly and efficient operation of the Community. Tenant further agrees that the occupants of his manufactured home will keep and maintain the leased lot in good repair, comply with all municipal, county, state or federal laws, regulations or ordinances now or hereafter applicable, and upon termination of this Lot Rental Agreement, surrender the leased lot to the Community Owner in good order and condition.

**K. DAMAGE OF HOME.** If the Tenant's home or other improvement is destroyed or so damaged by fire or other cause as to be wholly or partially unfit for occupancy or use, the Tenant shall continue to make all payments called for by the terms of this Agreement and shall be liable for removal of the remaining debris. The Tenant shall have the option of obtaining their own debris removal contractor or within no more than fifteen (15) days of the damage to or destruction of the home, request assistance from the Community Owner to secure such debris removal. Still, the Tenant shall make the home or other improvement fit for occupancy or use and make it conform to the Rules and Regulations, or replace it, within sixty days of such destruction or damage. If the home or other improvement is destroyed or irreparably damaged, then it shall be removed promptly by the Tenant at his or her own expense. If the Tenant fails to remove the damaged home or debris, the Community Owner may, with notice, remove it and charge the Tenant for the cost, which sum shall be due and payable immediately.

**L. FIXTURES.** All homes, structures, plants, grass, trees, blacktop, concrete or other items located on Tenant's lot shall be maintained in good repair and attractive condition by the Tenant. No fences, other than those approved in writing in advance by Community Owner are allowed in the Community.

**M. ATTORNEY'S FEES AND COURT COSTS.** In the event that it shall become necessary for the Community Owner to employ the services of an attorney to enforce any of its rights under the Prospectus or the Lot Rental Agreement or to remedy the breach of any covenant of the Rules and Regulations, regardless of whether suit be brought, the Tenant shall pay to the Community Owner such reasonable fees as shall be charged by the Community Owner's attorney for such services. Should suit be brought regarding any dispute under this Prospectus, the Lot Rental Agreement or the Rules and Regulations, the prevailing party shall be entitled to recover from the other party all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

**N. SUCCESSORS TO COMMUNITY OWNER.** If Community Owner should sell Rancho Village Mobile Home Park and assign its rights and obligations under this Agreement to the new Community Owner, the Tenant shall honor such an assignment by recognizing the new Community Owner in Community Owner's place and by releasing the former Community Owner from all further obligation under this Agreement. The Tenant shall and hereby does subordinate its interests, to the extent any interests exist under this Agreement, to Community Owner's successors and to lenders who may be granted a security interest in Community Owner's property. The Tenant agrees to execute and deliver to Community Owner and/or Community Owner's lender, within 10 days of written request therefor, a written agreement subordinating Tenant's interest to that of the incoming Community Owner or Community Owner's lenders.

**O. SUBLEASING.** No portion of the lot or manufactured home may be subleased, rented or leased by Resident. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing without Community Owner's written consent shall be void, and shall constitute a default by Home Owner under this Lot Rental Agreement. Manufactured home spaces are not transferable. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of rents shall be deemed a waiver of this provision, or of the acceptance of the subtenant or occupant as tenant, or as a release of the Home Owner(s) from further performance by Home Owner(s) of the provisions of this Lot Rental Agreement.

**P. SUCCESSORS TO THE TENANT.** This lease is not assumable. The buyer will be offered a new Lot Rental Agreement at the rates and on the terms then established for new residents. Occupancy of the buyer shall not be deemed to have commenced until delivery of the Lot Rental Agreement, Prospectus, current Rules and Regulations, and current notices of change in Rules and Regulations to the buyer by the seller or, in the event the seller fails to do so, by the Community Owner. In the event of the death of Tenant, successors in interest to Tenant's manufactured home shall not be entitled to tenancy in the Community unless such successor has independently and separately applied and been approved by Community Management for residency in the Community. Any such successor must qualify with the requirements for entry into the Community under the Community Rules and Regulations and must be approved in writing by Community Management. Such approval is required for all persons. Submission of false information in conjunction with an application for residency by any prospective purchaser, including existing or former Tenants, shall constitute a conclusive breach of this Lot Rental Agreement and a violation of the Rules and Regulations and shall subject the applicant to denial of residency in the Community or eviction

therefrom pursuant to section 723.061, Florida Statutes. Persons inheriting a home in the Community are not "purchasers" and thus are not entitled to the protections of section 723.059, Florida Statutes.

**Q. APPROVAL OF NEW RESIDENTS.** Prior to approval of any potential purchaser or of any other new resident, Community Management must be notified of the name of all persons who will live with the purchaser or other new resident, and the current address, phone number, date of birth, job references and any other reasonable information requested by Community Management with respect to all persons who will live in the manufactured home following its sale to the potential purchaser. Under no circumstances shall any person move into the manufactured home until (a) he and all persons who are to live in the manufactured home have been approved by Community Management to become tenants; and (b) he and all persons who are to live in the manufactured home have assumed this lease by fully executing or otherwise identifying themselves as a resident on an identical Lot Rental Agreement covering the balance of the term of this Lot Rental Agreement. Community Management shall give the Tenant notice of whether the potential purchaser and all persons who will live with that purchaser have been approved as being qualified to become residents.

**R. STATUTORY PROVISIONS.** The relationship between Tenant and Community Owner shall be subject to the terms of Chapter 723, Florida Statutes.

**S. WAIVER.** The waiver by either party of any default of the other party or the acceptance by Community Owner of payment with knowledge of any default of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any subsequent or further breach of any term, covenant or condition of this Agreement. The failure by either party to take any action in respect to any default of any term, covenant or condition shall not be deemed to be a waiver of such default or any other or further default(s) and the parties reserve the right to pursue their remedies in full at any time. The failure of the Community Owner to insist, in any one or more instances, upon a strict performance of any of the provisions of the lot rental agreement or Community Rules and Regulations, or to exercise any right or option contained herein, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver or relinquishment for the future of any such provisions, options or rights, but such provisions, options or rights shall continue and remain in full force and effect. The receipt by the Community Owner of any monies due hereunder, with knowledge of the breach of any Community rule or provisions of this Agreement, shall not be deemed a waiver of such breach, and no waiver by the Community Owner of any provision hereof shall be deemed to have been made unless in a writing, expressly approved by the Community Owner, not by any agent thereof, including the Community Manager.

**T. SAVINGS CLAUSE.** Each provision of this Agreement is separate and distinct and individually enforceable. In the event any provision is declared to be unlawful, the enforceability of all the other provisions shall not be affected.

**U. EVICTION.** The Community Owner may evict a Tenant or a manufactured home on one or more of the grounds set forth in Section 723.061, Florida Statutes, as in effect on the day of the grounds for which eviction is sought, including Tenant's failure to perform any obligation created by this Lot Rental Agreement.

**V. ABANDONMENT OF MANUFACTURED HOME**

1. In the event that the Tenant abandons the Tenant's lot and leaves the Tenant's manufactured home, automobile(s) or other personal property on the Tenant's lot or in the Community, the Tenant hereby contracts and hires Community Owner for the storage of such property immediately upon such abandonment. Tenant further agrees that Community Owner may charge storage fees for such property in an amount equal to all sums due by Tenant to Community Owner under this Lot Rental Agreement as of the date of abandonment. Tenant further agrees to pay, as an additional storage fee, any costs incurred by Community Owner in the removal of Tenant's manufactured home and/or personal property from the Tenant's lot or the Community.

2. Tenant expressly agrees and recognizes that any storage fees imposed by virtue of the foregoing paragraph shall become a lien on the property of the Tenant so stored and that Community Owner shall have all the rights provided by law.

3. Abandonment shall be effectuated by the Tenant upon the existence of any of the following circumstances.

a. Notification by Tenant to Community Owner of Tenant's intent to abandon the Tenant's lot combined with Tenant's absence from the Tenant's lot for a period of five (5) days, or

b. Failure of the Tenant to occupy the Tenant's lot for a period of thirty (30) consecutive days combined with the failure of Tenant to pay rent due during such period of nonoccupancy.

4. In the event the Lot Rental Agreement is terminated by Community Owner and Tenant refuses to vacate the Tenant's lot after being given notice of termination as provided by law, Tenant hereby contracts with and hires Community Owner for the removal and/or storage of Tenant's manufactured home, automobile(s) and other personal property located on the Tenant's lot or in the Community. Tenant further agrees that Community Owner may charge as fees for storage of such property an amount equal to all sums due by Tenant to Community Owner under this Lot Rental Agreement as of the date of termination or issuance of a writ of possession plus an additional monthly storage fee not to exceed the amount of monthly rent payable under this Lot Rental Agreement. Tenant further agrees to pay, as an additional storage fee, any costs incurred by Community Owner in removal of Tenant's manufactured home and/or other property from the Tenant's lot or the Community.

5. Tenant expressly agrees and recognizes that any storage fees, imposed by virtue hereof shall become a lien on the property of Tenant so stored and the Community Owner shall have all rights provided by law.

**W. DEFAULT.** The breaching by Tenant of any of the terms, financial or otherwise, or conditions of this Lot Rental Agreement shall constitute a default by the Tenant under this Lot Rental Agreement. Should Tenant file a voluntary or suffer an involuntary bankruptcy, be adjudged a voluntary or involuntary bankrupt, or make an assignment for the benefit of creditors, or should there be appointed a Receiver to take charge of the lot, then in any of these events, at Community Owner's option a default by Tenant may be declared, thereby entitling Community Owner to terminate the Lot Rental Agreement and to be entitled to such other remedies hereunder and under Chapter 723, Florida Statutes.

**X. PERSONAL PROPERTY TAXES.** Tenant shall pay or cause to be paid, before delinquency, all taxes assessed which become payable during the term hereof upon all Tenant's leasehold improvements done by Tenant, equipment, furniture and personal property located in the lot. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and personal property shall be assessed and taxed along with the ad valorem property taxes assessed on the Community and the Community Owner by any governmental authority, Tenant shall pay to Lessor its share of such taxes after delivery to Tenant by Community Owner of written notice as required by Chapter 723, Florida Statutes.

**Y. SECURITY.** Tenant agrees that neither the Community Owner nor Community Management have made any representations regarding the security of the Community, and that Tenant's security is Tenant's sole responsibility, and that there is no warranty or guarantee of the effectiveness of operability of security devices or measures.

**Z. LANDLORD'S NON-LIABILITY.** LANDLORD shall not be liable for damages to person or property sustained by Tenant or Tenant(s) employees, servants, invitees or other persons due to the premises becoming out of repair or arising from bursting, stoppage or leakage of gas, steam, water or sewer pipes, or from defective wiring, unless such damage is proximately caused by the negligence of LANDLORD. LANDLORD shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through acts or omissions of persons occupying adjoining premises adjacent to or connected with the leased premises, nor shall such damage cause an actual or a constructive eviction, nor affect the Tenant's obligations under this lease Agreement unless such liability arises from landlord's failure to perform a duty or negligent performance of a duty imposed by law. In addition, LANDLORD shall not be liable for any damage or injury to any person or property which occurs on the premises resulting from the use of the recreational facilities of LANDLORD unless such damage or injury shall be caused by Landlord's failure to perform a duty or negligent performance of a duty imposed by law. It is **strongly** recommended that the Tenant

procure a manufactured dwelling comprehensive insurance policy insuring his/her manufactured dwelling against loss or damage. It is also **strongly** recommended that Tenant include liability coverage for personal injuries which may occur on the premises or within the manufactured dwelling.

**AA. MISCELLANEOUS.**

1. The Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, regional and local governments, and of any and all their departments and bureaus applicable to said lot, for the correction, prevention and abatement of nuisances or other grievances, in, upon, or connected with said lot during said term.

2. The prompt payment of the lot rental amount for the lot upon the dates named, and the faithful observance of the Prospectus and of the Rules and Regulations attached hereto and made a part of this Lot Rental Agreement, and of such other and further Rules and Regulations as may be hereafter made by the Community Owner, are the conditions upon which the Lot Rental Agreement is made and accepted. Tenant agrees that as a condition of this Lot Rental Agreement, the Community Owner has a lien against Tenant's home as set forth in Section 713.77, Florida Statutes, as may hereafter be amended, for all amounts due to the Community Owner under the Lot Rental Agreement and that that lien may be perfected by Community Owner's securing a court order authorizing possession of the home.

3. It is expressly agreed and understood by and between the parties to this Lot Rental Agreement, that the Community Owner shall not be liable for any damages or injury by water, or by defect or failure by any structure, which may be sustained by the Tenant or other persons or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other resident or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the lot. This provision shall not limit the Community Owner's obligations as set forth in section 723.022, Florida Statutes.

4. All of the Community Owner's rights and remedies are cumulative and not in lieu of each other, and the failure of the Community Owner to exercise any right or remedy shall not operate to waive or forfeit such right or remedy in the future or any other rights or remedies of the Community Owner at any time. Forbearance by the Community Owner to enforce one or more of its rights or remedies shall not be deemed to constitute a waiver of any default of Tenant nor operate to permit the repetition or continuation of such default.

5. Tenant acknowledges that all streets, thoroughfares, parks and recreation facilities, remain the private property of the Community Owner to be used by Tenant in common with other residents of the Community, subject to the Rules and Regulations established by the Community Owner from time to time.

6. If title to or possession of Tenant's manufactured home located in the Community is sold or assigned, other than as set forth herein, voluntarily or involuntarily, or by operation of law, or should any creditor or creditors of Tenant or any Receiver or Trustee, on behalf of any such creditor or creditors, or any other person or persons, by levy, attachment or other proceeding, or by operation of law, obtain title to or the possession of said manufactured home, the new home owner must qualify as a resident pursuant to the conditions the Community's Rules and Regulations. If such written approval is not obtained, the new home owner will be subject to eviction.

7. Tenant agrees to permit Community Owner or its agents or employees, at any reasonable time, to enter the leased lot for the purposes of repair and replacement of utilities, or protection of the Community.

8. Tenant agrees not to hold the Community Owner responsible for any delay in the installation of electricity, water, or gas, or meters therefor, or interruption in the use of such commodities, if that delay is caused by any act, fault, or neglect of any resident or occupant of the Community, or of 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, or any act of God, or (d) the act of a third person not under the direction or control of the Community Owner, unless any of the foregoing was caused by Community Owner's active or willful misconduct.

9. Tenant agrees not to use the leased lot, or any part thereof, or to permit the same to be used, for any illegal or improper purposes; not to make, or to permit to be made, any disturbance, noise or annoyance whatsoever detrimental to the lot or to the comfort and peace of the inhabitants of the vicinity of the leased lot.

10. All persons who sign this lot rental agreement as residents shall be jointly and severally liable for any unpaid lot rental amount or damage.

11. This Lot Rental Agreement shall bind the Community Owner and its assigns or successor. This Lot Rental Agreement shall also bind the heirs, administrators, legal representatives, executors or successors as the case may be, of the Tenant; however, heirs may not assume this Agreement and no person may own or reside in the home who has not first been approved in writing by the Community Owner.

12. All terms utilized in this Lot Rental Agreement shall have the same definitions and meanings as contained in the Prospectus for Rancho Village Mobile Home Park if contained therein.

13. In the event any provisions of this Lot Rental Agreement shall conflict, or appear to conflict, the Lot Rental Agreement and its incorporated Prospectus and Rules and Regulations, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

14. By his signature below Tenant agrees that any controversy with the Community Owner or concerning or arising out of this lot rental agreement, or the breach thereof, or concerning the Tenant's tenancy in the Community shall be resolved either through mediation pursuant to section 723.038, Florida Statutes, and Rules 61B-29.001(4) and 61B-32, Florida Administrative Code, or through private mediation if requested in the exclusive discretion of the Community Owner as to matters as to which the Florida Department of Business and Professional Regulation will not schedule mediation, with possible subsequent circuit court review of any disputed matter pursuant to section 723.0381, Florida Statutes.

**BB. ENTIRE AGREEMENT.** This Lot Rental Agreement, and the Prospectus to which it is attached as an exhibit along with the Rules and Regulations, contains the entire agreement between Community Owner and Tenant, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever, between Community Owner and Tenant. All of the exhibits to the prospectus are part of the lot rental agreement. Any changes or additions to this Lot Rental Agreement must be made in writing and executed by the parties hereto.

**CC. TENANT ACKNOWLEDGMENT OF UNDERSTANDING:** Each of the Regulations of the Community is specifically incorporated into this Lot Rental Agreement by reference. Tenant hereby acknowledges that he has read the foregoing Lot Rental Agreement and that prior to executing this Lot Rental Agreement he has had a reasonable opportunity to read and review it as well as the Community's Rules and Regulations, and by signing this Lot Rental Agreement Tenant irrevocably for himself and for all other persons listed in this Lot Rental Agreement binds himself and other persons listed herein to fully abide by the terms of this Lot Rental Agreement, the Community's Rules and Regulations, the Prospectus and Chapter 723, Florida Statutes.

**IN WITNESS WHEREOF,** the parties hereto have hereunto executed this instrument on the day and year written next to their respective signatures for the purpose herein expressed.

**RANCHERO VILLAGE MOBILE HOME PARK**

\_\_\_\_\_  
AUTHORIZED AGENT

Dated: \_\_\_\_\_

\_\_\_\_\_  
TENANT

Dated: \_\_\_\_\_

\_\_\_\_\_  
TENANT

Dated: \_\_\_\_\_

**VERIFICATION OF AGE OF RESIDENTS:** Tenant hereby verifies and asserts that he is at least 45 years of age and that at least one occupant of the manufactured home will be 55 years of age or older.

By \_\_\_\_\_  
(Tenant)

\_\_\_\_\_  
Date

NOTE: ALL PERSONS WHO ARE GOING TO RESIDE IN THE MANUFACTURED HOME MUST SIGN OR BE LISTED IN THIS LOT RENTAL AGREEMENT AND THE DATE OF BIRTH OF EACH MUST BE PROVIDED IN ANY APPLICATION, FOR APPROVAL OF OCCUPANCY.

**EXHIBIT "C"**

**RANCHERO VILLAGE MOBILE HOME PARK  
RULES AND REGULATIONS**

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**RANCHERO VILLAGE MOBILE HOME PARK  
RULES AND REGULATIONS**

The purpose of these Rules and Regulations is to promote the comfort, welfare and safety of all residents of the RANCHERO VILLAGE MOBILE HOME PARK (hereinafter called the "Community") and to improve and maintain the appearance and reputation of the Community.

These rules have been established by the owner of the Community, and may be changed from time to time to achieve this and other purposes. Notice of changes in these rules shall be given to the Tenants at least ninety (90) days prior to the date of implementation. To ensure that the Park is operated on a day-to-day basis in a manner that is both efficient and effective, an experienced park management team is in place.

If any provision of these Rules and Regulations shall be found to be contrary to any law of any jurisdiction in which the Community is located, it shall not apply or be enforced. However, the other provisions of these Rules and Regulations shall not be affected and shall continue in full force and effect.

The Rules and Regulations as presented herein supersede and replace all rules and regulations previously in effect.

I. DEFINITIONS.

1. "Common Area" - means all real property owned or operated by the Community Owner, including landscaping and any improvements thereon, said improvements including, without limitation, all roads; road curbs; swales; parking areas; structures; recreational facilities; open space; walkways; sprinkler systems other than on individual lots; and street lights, which are owned by the Community Owner and which have not been dedicated to and accepted by appropriate governmental authorities or a special taxing district, for a public purpose, and excluding any public utility, or CATV, installations, lines, equipment or easements thereon.

2. "Community" - means the property operated as a mobile home park as defined in section 723.003(12), Florida Statutes.

3. "Community Manager" or "Community Management" B means "Operator of a mobile home park" as defined by section 723.003(16), Florida Statutes.

4. "Community Owner" ("Park Owner") -- means the owner or operator (manager) of the manufactured home Community. The term is synonymous with the definition of "park owner" set forth in section 723.003(13), Florida Statutes.

5. "Community Standards" means the requirements set forth in the prospectus, lease, and rules and regulations concerning home maintenance, appearance, and general cleanliness.

6. "Guest" - A guest is a person whose stay at the request of a Resident does not exceed fifteen (15) consecutive days or thirty (30) total days per year, unless such person has the permission of the Management or unless permitted by a properly promulgated rule or regulation. The spouse of a Resident shall not be considered a guest. Guests are entirely (financially and legally) the responsibility of their host Resident and must comply with all Community Guidelines and Rules. The Community facilities are primarily for the use and enjoyment of the Residents.

7. "Home" - means a mobile home as defined in section 723.003(8), Florida Statutes.

8. "Home Owner" means a person(s) who owns a home and rents or leases a lot within a Community for residential use as defined in section 723.003(11), Florida Statutes.

9. "Lot" or "Site" means a "mobile home lot" as defined in Rule 61B-29.001, Florida Administrative Code and section 723.003(9), Florida Statutes.

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

11. "Management" - means Community Management.

12. "Occupant" means a person who is not entitled to reside on the mobile home lot and who has visited the Community for a period of time longer than 15 consecutive days or 30 total days within a calendar year.

13. "Rental Agreement" means the lot rental agreement (lease agreement) between Home Owner and Community Owner as defined in section 723.003(10), Florida Statutes.

14. "Rent" - means the monthly Lot Rental Amount (as defined by Chapter 723, Florida Statutes).

15. "Resident" - Resident or Residents means a person(s) entitled under authority of Home Owner's lot rental agreement to the use and occupancy of a residential lot to the exclusion of others. The term includes both tenants and Home Owners.

16. "Tenant" - means a person(s) who is entitled under authority of Home Owner's lot rental agreement with Community Owner to occupy a lot and who does not own the home occupying the lot. The term applies only to persons who have been approved by Community Management pursuant to these Rules and Regulations.

## II. RESIDENCY REQUIREMENTS.

1. The Community is operated as "housing for older persons." In accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time, "HOPA"). Under HOPA, "older persons" are defined as persons fifty-five (55) years of age or older. The Community complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. Unless they were already in residence prior to the formation of the Cooperative, Pursuant to HOPA at least eighty percent (80%) of all occupied Sites within the Community must be permanently occupied by at least one Resident fifty-five (55) years of age or older. All Residents of the Community must be at least forty-five (45) years of age. All prospective Residents of the Community will be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age such as a valid driver's license, birth certificate or passport. If the Home is sold to someone who is not approved, the Home must be removed from the Community in accordance with the provisions of Section 723.061, Florida Statutes.

2. Every person desiring to become a Resident in the Community must fill out an appropriate application form. Management will use the application (which may include credit and background checks) to determine if the applicant is qualified to become a Resident in the Community. Approval is at the discretion of Management, but shall not be unreasonably withheld. At the time of application, the applicant must also present to Management for copying documentation of the age of all proposed occupants of the Home, which documentation shall include at least two of the following:

- (a) Current driver's license;
- (b) Birth certificate;
- (c) Current passport;
- (d) Current immigration card;
- (e) Social Security number (US) or Social Insurance number (Canada); or
- (f) Such other documentation of comparable reliability containing a birth date.

All required personal information will be kept strictly confidential.

3. Upon request of Community Management, existing Residents shall produce documentation, as referenced above, for purposes of age verification. On January 1st of each even numbered year, Community Management shall verify the ages of all Community Residents and as part of that effort may request that all existing Residents shall be required to provide to Community Management in writing the names and ages of all current occupants.

4. Management must approve or reject applications for residency in the Community. All applicants for residency must be considered desirable and compatible with the Community in order to be approved for admittance and must meet certain financial criteria as established by Community Management.

5. The Community reserves the right to refuse admittance to any prospective Resident on the basis of the criteria established to determine the background, character and financial responsibility.

6. The Community reserves the right to require an application fee not to exceed the greater of \$100 or the maximum cost allowed under Chapter 723, Florida Statutes, to defray any cost connected with the screening process. If this fee is determined to be a fee prohibited by Chapter 723, Florida Statutes, it will be refunded. The failure of any applicant to provide general background information, personal references and proof of financial responsibility shall be deemed a cause for refusal of residency in the Community.

7. Determination by the Community that the applicant misstated or misrepresented any information on any application or entry forms required by the Community prior to admittance as a Resident of the Community shall constitute a violation of these Rules and Regulations.

8. OFAC REPRESENTATION. Resident hereby represents that neither Resident, nor any person who resides or is proposed to reside with Resident in the Community is or will be a Prohibited Person, as that term is hereinafter defined. A "Prohibited Person" is any entity, person or party: (1) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"); (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various media including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/> (the "OFAC List"); (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224; or (iv) who is otherwise affiliated with any entity or person listed above; or anyone who has been convicted of a felony.

9. Only homes owned and occupied by persons who have applied for residency in the Community and who have been approved as such by Community Management are permitted to reside in the Community. The principal occupant of each home in the Community must be its legal owner. Each Resident at or over the minimum age established herein or otherwise approved by Community Management for residency in the Community must have signed a copy of the Lot Rental Agreement prior to occupying the home. In some cases, the Community 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. In addition, home owners are only permitted to sublease their home to no more than two (2) approved parties per calendar year.

10. The lot may not be occupied by more than two (2) persons per bedroom.

11. It shall be considered a violation of these rules and regulations if a mobile home owner shall lose possession of his mobile home for reason of foreclosure of a lien against said mobile 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 mobile home owner's mobile home may not, except as required by Chapter 723, Florida Statutes, be allowed to maintain occupancy of that mobile home in the Community. This limitation does not pertain to the ordinary sale of a mobile home which home otherwise meets Community

standards and is sold to prospective purchasers who are otherwise acceptable mobile home owners for entry into the Community.

### III. PROCEDURES FOR REVIEW OF REQUEST FOR OCCUPANCY.

A. Prospective Residents of the Community must be approved by Community Management. Approval is based upon: (1) completion of a questionnaire provided for this purpose; (2) credit, background and reference check and criminal history check; and (3) an interview of all persons planning to occupy the mobile home. Such written approval will not be unreasonably withheld; however, Community Management does reserve the right to refuse admission to the Community by any person(s) not deemed suitable to Community Management in its sole discretion. Any misrepresentation, whether written or oral, made by the prospective Resident (home owner) 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 Community Owner to admit the prospective Resident (home owner). Any such misrepresentation shall be deemed a conclusive breach of the Lot 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 Community Management. 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 mobile home to be located in the Community, and the name, address, account number and telephone number of any lien holder.

D. Grounds for denial of residency in the Community: 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 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 Community or interfered with the peaceful enjoyment of the Community 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 Community.
- (8) Home to be located in Community not in compliance with the Community's requirements as set forth herein or in the Community's Prospectus.
- (9) Home to be located in Community over 5 years old. This criterion may be waived by Community Management upon inspection and approval of the home.
- (10) Exhibiting attitude to Community Management that the rules and regulations of the Community will not be respected and followed by applicant.
- (11) Refusal to sign Community lease.
- (12) Refusal to pay a financial obligation disclosed pursuant to section 723.035(2), Florida Statutes, and uniformly charged by the Community to incoming Residents.
- (13) Refusal to read and accept the rules and regulations.
- (14) Having too many persons or a pet that does not qualify.
- (15) Failing to provide proof of ownership of the mobile home or of any other vehicle owned or used by the prospective Resident and to be kept or used in the Community, and the information regarding any lien holder.
- (16) Age of prospective Resident(s)

#### IV. THE HOME.

1. Prior to the installation of any Home to be located on a vacant or existing Site, the Resident shall submit to Management an application to install, on an approved form, indicating all required information. The maximum length and the optimum position of the home will be determined upon examination of the site by Community Management.

2. No construction by Resident of any new structure or additions to existing structures shall commence prior to Resident submitting drawings and specifications to the Management and obtaining written approval to proceed with the construction. As a condition of approval by Management, Resident must provide a copy of a current, valid building permit for the proposed construction.

3. All mobile homes must be kept in good repair, including utility buildings. Residents must immediately repair any water leaks in or from pipes or fixtures in, on or under the mobile home or lot. Broken windows, peeling paint, dull exterior of a mobile home, or dirt, grime or mildew visible from a Community roadway or an adjacent lot must be corrected. The exterior surfaces of the mobile home including the eaves and trim shall be kept free of mildew or discoloration. Mobile 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 Community. Changes from the original material and color of a screened area must be approved by the Community Manager prior to installation. All exterior materials used in upgrading must be approved in writing by the Community Manager 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 Community. Upon failure of Resident to take appropriate corrective action after receipt of notice, Community Management may, but has no obligation to, have the necessary work performed and charge Resident for same as set forth in the prospectus.

4. Obsolescence: As the appearance of the mobile home ages, or is damaged or otherwise altered in appearance, if deemed necessary or appropriate by Community Owner, housing or health code enforcement personnel, the mobile 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.

5. Any mobile home which does not have skirting maintained in a neat and proper condition, in the opinion of Community Management, must have the skirting replaced with the approved skirting as set out above. If the present skirting is destroyed by windstorm, by an act of God, or by any other means, replacement skirting must be of the approved type.

6. Should Home Owner's mobile home be destroyed by fire, windstorm, an act of God, or any other means, Home Owner must remove the salvage from the lot within thirty (30) days from date of such event or from date of mailing of written notice from Community Owner to Home Owner to remove same, whichever is earlier.

7. The location of exterior antennas, satellite dishes and other external signal receivers must be approved by Management. The Federal Communication Commission has established guidelines for the installation of these devices and prohibits the Community from not allowing the devices unless they cause a safety problem or interfere with the community's infrastructure. As these rules change from time to time with technology advances, please consult with Management prior to installation.

8. The courtyard garden in each cluster of Homes is for the exclusive use of the Residents whose Homes border it.

9. No alterations to the exterior of the Home may be made without the written consent of Management. All contemplated changes must be submitted in writing to Management for approval or disapproval. Management will advise the Resident as soon as possible of the decision. Consent does not relieve the Resident from the responsibility of applying for proper permits from local governmental authorities and meeting existing building code requirements. Management reserves the right to require that any improvements made without the written consent of Management shall be removed at Resident's expense.

10. Prior to painting the exterior of the home, Residents are required to complete the home painting guidelines and application form which is available at the office. Approved color charts are available at the Management office.

11. No window awnings are permitted, with the exception of hurricane shutters.

#### V. HOME SITES.

1. Home Sites shall be attractively maintained and comply with all applicable laws, ordinances and regulations of state, county, or Community as from time to time amended. Residents wishing to plant trees, shrubs and flowers must first coordinate with Management to avoid damage to underground facilities and for lawn maintenance considerations.

2. Residents are responsible for the overall appearance of the home site.

3. Exterior Appearance. Home owners are responsible for the exterior appearance of their homes and yards. This includes the parking area. They are responsible even if the home is vacant. Items (debris, junk etc.) shall not be stored in carports behind or around the home. Exception would be outdoor furniture, grills, and hoses. All outdoor items must be stored or secured during severe weather. Each home owner's cooperation in maintaining an attractive home will sustain the high standard of the Community.

4. Management is responsible for the common areas.
5. No trees of any type shall be removed or sold to anyone without written permission of Management
6. Residents shall not display commercial advertising or any other displays on the Home Site which detract from the residential nature of the Community.
7. In the interest of maintaining open space for all residents, no fences will be permitted around the Home Site.
8. Residents may display one portable, removable, cloth or plastic United States flag, not larger than 4 feet by 6 feet, in a respectful manner in or on their home. On Armed Forces Day, Memorial Day, flag Day, Independence Day, and Veterans Day, residents may also display in a respectful way portable, removable official flags, not larger than 4 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. No other flags may be displayed on the home or in the yard.
9. Other than one "For Sale" sign as discussed in these Rules and Regulations, no other type of sign may be placed in or on the home so as to be in public view. No sign of any type may be posted in the yard. A "No Trespassing" sign may not be displayed anywhere in or on the home so as to be visible from the street or from another home, or in the yard.

#### VI. USE OF FACILITIES.

1. The Community facilities are made available during the hours set forth in the Prospectus and the Community's pool rules, to residents and their guests only. Reservations for private parties and gatherings should be made in advance and will be accepted providing there are no other reservations with deposits. A deposit is required prior to use. It will be returned once Community Management has determined that the facilities were left in an orderly, clean and undamaged condition. Failure to do so may lead to the forfeiture of any deposit. Homeowner is financially, legally and otherwise responsible for any and all other expenses related to repair of any damage. Community Management has the option to determine if the Resident's personal check will be accepted for the deposit versus a money order, cashier's certified check. or bank electronic funds transfer. Use of the facility is not to disturb the peace and quiet of the Community. The use of all recreational facilities within this Community is for Residents and their registered guests only. All guests must be accompanied by a Resident when using recreational facilities. It is the responsibility of the Resident to ensure that their guest(s) observe all applicable rules and regulations. No one under 18 is allowed in a Community building without an older person. The recreational facilities are provided for use by Residents and their guests on a "USE AT YOUR OWN RISK" basis.
2. All Residents and guests are required to observe all the posted rules governing the use of all park facilities. Attached to the Rules and Regulations are copies of the posted rules for the use of all Community facilities. Community facilities include, but are not limited to the following: clubhouses, swimming pools, hot tub, shuffleboard courts, billiard rooms, tennis courts, fitness center, computer center, bocce ball courts, golf and maintenance facilities, etc.
3. Residents and guests are required to display their resident/guest tags when using all facilities, except when participating in organized Community activities.
4. Residents and guests are required to comply with all governmental codes, ordinances and laws applicable to their home and home site.
5. The Resident and any guests of the residents shall be responsible for using the facilities of the Community in a reasonable manner. Destruction, vandalizing or otherwise causing damage to the facilities may result in Community Management taking legal action, including but not limited to, eviction of the Resident or, if

Community 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 Community Management 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 section 723.061, Florida Statutes, without the option of suspension of privileges. In the event that there is a dispute with the Community Owner concerning the limitation of use of the facilities, the Community 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 Community is located, and the Community and the Resident will each pay one-half of the cost of the mediation of this dispute.

#### VII. GUESTS.

1. All persons who are not registered with Community Management as approved occupants of a mobile home within the Community and who are transient occupants of a mobile home on Community lot at the invitation of the mobile home owners thereof, are defined as guests. Guests shall not stay in the Community more than fifteen (15) consecutive days or 30 total days in any year without written permission from Community Management. Residents shall be solely responsible for the conduct of their guests. The head of each family shall be continually responsible for the actions of his or her own children, guests and their guests' children, making full restitution for any damages occurring to another Resident's property or that of the Community Owner's property. All guests must comply with the Community rules and regulations. Guests shall not be permitted to reside or stay in the Community in the absence of the Resident. Seasonal occupants are requested to notify the Community Manager of the period during which the mobile home is vacant. 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 Community, and shall be subject to the Community rules and regulations, including but not limited to the obligation to make application for residency and to satisfy the rules and regulations of entry. If Community Management, in its sole discretion, determines that a guest has violated a requirement or provision set forth in these rules and regulations, and in response to such violation Community Management so requests, a guest must vacate the Community within 24 hours of delivery to the Resident or to the guest of a written demand to vacate.

2. Guests staying more than one (1) week must register with the Management Office or register immediately if the Home Owner is not present.

3. Guest tags, obtainable from the Management Office, should be worn by Guests when they are using any Community facilities.

4. Residents are responsible for acquainting their guests with the rules and regulations of the Community.

#### VIII. PETS.

1. All dogs must be approved by Management in writing before the dog's owner moves into the Community, or before Resident obtains a dog after move-in. 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] or any other large dog or any mixes, hybrids or designer breeds that includes any variation of the prohibited breeds are not permitted in the Community due to their size and/or aggressive natures. Prior written approval from Community Management must be obtained as to any dog which is to reside in the Community, and such written approval must be obtained prior to the time the dog is actually brought into the Community. However, the above-stated restrictions do not apply to pets in the Community and owned by persons lawfully in residence as of the effective date of these rules and regulations.

2. Dogs are permitted only in the designated Pet Section. Locations of Pet Sections are available at the Management office.

3. Other indoor-only house pets which are allowed throughout the Community include: domestic cats, birds, fish, and other domestic animals as approved by Management

4. All pets must be inoculated, licensed as required and well cared for. Any unattended animals left roaming in the Community may be removed from the Community by Management or animal control. Resident must have proof that their pets have had all required vaccinations.

5. Pets shall not, under any circumstances, at any time, be caged, fenced, tied or otherwise left restrained but unattended outside the home of the pet's owner. 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.

6. 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.

7. 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 Community.

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

9. No exotic pets are allowed in the Community.

10. The feeding of birds or stray animals anywhere in the Community is strictly prohibited.

11. Noisy or unruly animals, animals considered dangerous or vicious by Management, and animals with respect to which other Residents file justifiable complaints with Management must be removed from the Community. No animal which has been removed from the Community under this rule shall thereafter again be permitted within the Community without Management's prior written consent.

12. No pets are allowed in the Community recreation or common areas at any time.

13. Guests and visitors cannot bring their pets into the Community, with the exception of Service dogs.

14. If a complaint concerning a pet is received by Management and determined justifiable, the applicable Resident will receive a warning. If a second complaint concerning the same pet is received by Management after Resident has received the first warning, and Management determines the second complaint is justifiable, Resident may be required to permanently remove the pet from the Community.

15. Residents shall not conduct any breeding or commercial enterprise or activity in the Community.

#### IX. VEHICLES, TRAFFIC, AND TRAILERS.

1. Community Management's mobile home community is maintained as a private enterprise, and its streets are private and not public thoroughfares. Only individuals having a current and valid driver's license may operate a motor vehicle in the Community. The term "vehicle" shall have the same meaning as the term "motor vehicle" as defined in section 320.01, Florida Statutes, which includes, but is not limited to, a "trailer" that is without motive power and is designed to be pulled by a vehicle with a motor. Further, a "personal vehicle" shall mean a Resident's non-commercial car, truck, SUV, station wagon, minivan, or passenger van which is used for personal

transportation 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 Community. 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 Community. Community Management will ban from the Community any vehicles that, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Community. Personal vehicles where more than 30% of the vehicle is covered with decals or stickers of any kind are deemed unsightly and are prohibited from being parked or stored in the Community.

2. All motorized vehicles are required to be registered with the office.
3. Motorcycles, mopeds, and scooters, if properly licensed, may be operated by a resident only as transportation on Community streets via the shortest route in and out of the Community. Motorcycle ownership in Rancho Village shall be limited to eight percent (8%) of the total number of homes in the Community. In addition, meetings of motorcycle groups involving non-residents are not allowed on Community property without approval of management.
4. Parking regulations:
  - (a) The number of motor vehicles allowed per Home Site, excluding guest vehicles, shall be limited to space available to safely park in the carport. Residents of the Community prior to the incorporation of these rules shall be exempt. Homes with more than one vehicle must park the larger vehicle in the carport.
  - (b) No continued or extended parking on the grass at Home Sites or common areas.
  - (c) Future modification of the carport to reduce the parking capacity will not result in the Resident having the right to park the additional vehicle in the street.
5. Golf carts and other motorized vehicles must only be driven by persons sixteen (16) years of age or older. Owners of golf carts are responsible for their use and must register with the park office.
6. Guests who arrive with a motor home or a travel trailer may park them during daylight hours in the parking area at any of the Clubhouses. They may not, however, be parked in the Community overnight, without prior approval from Management.
7. Residents who own a boat, motor home or travel trailer may park the boat, motor home or travel trailer in the street for a maximum of eighteen (18) hours for loading or unloading only. Boats and recreational vehicles are not to be stored at home sites.
8. Parking in cul-de-sacs is restricted to cul-de-sac Residents and their guests.
9. At no time will vehicles be allowed to be parked on vacant lots or sidewalks.
10. Parked vehicles shall not block or impede access to or from Resident's carports or cul-de-sacs.
11. Parking in carports other than your own is prohibited, unless written permission is granted by the other home owner and reported to Management.
12. Vehicles must park so as not to restrict the passage of emergency vehicles.

13. Repairing and overhauling of cars, trucks, motor homes, boats, motorcycles, trailers and outboard motors are not permitted in the Community. Minor repairs (i.e.) flats, jump-starting etc. are permitted. Changing of fluids is NOT permitted. No vehicles other than those owned or leased by Resident may be repaired or 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 Community. Washing of Resident's personal vehicles is permitted subject to any rules or regulations promulgated by any local, state or federal agency. No vehicle painting or refinishing is permitted in the Community.

14. Parking rules violations may result in the vehicles being towed and the charges for such towing shall be owed by the vehicle owner to the towing company.

#### X. LAUNDRY.

1. Laundry facilities are provided for the exclusive use of our Residents and their guests only. Please follow the instructions on the machine and treat them with care as they are provided for your convenience. Tinting or dyeing is not allowed to be done as they may cause damage to the machines. Laundry is to be removed from the machines immediately upon completion of the washing and drying cycles. Each Resident is to clean the machines and the laundry room area after use. Please notify Community Management of any malfunctions. The laundry room is made available during the hours set forth in the Prospectus to residents. Home Owner is financially, legally and otherwise responsible for any and all other expenses related to repair of any damage. Use of the facility is not to disturb the peace and quiet of the Community. The laundry room is provided for use on a "USE AT YOUR OWN RISK" basis.

2. Coin-operated laundry rooms are available for use by the Residents and Guests only. It is the responsibility of the Resident to ensure that their guest(s) observe all applicable rules and regulations.

3. Laundry, bathing suits and towels may be hung in the laundry drying yard, but hanging them outside of any Home is not permitted. Rules for the use of the laundry and outside lines are posted in the laundry areas and must be observed by all users.

4. Outdoor clothes lines of any type are strictly prohibited.

#### XI. HOME SALES.

1. Residents have the right to sell their homes within the Community without having to first relocate the homes out of the Community, and the prospective buyers may become residents of the Community. However, prospective buyers must qualify as residents pursuant to the requirements of the Community rules and regulations and be approved by Community Management, which approval shall not be unreasonably withheld.

2. If the Home is sold to someone who is not approved for residency in the Community, the occupant must be removed from the Community in accordance with the provisions of Florida Statutes Section 723.061 or Chapter 719 of the Florida Statutes.

3. Residents may sell their Home without services of Management. However, prior to offering the Home for sale, the Resident shall inform Management, in writing, that the Home is for sale and the price thereof.

4. Application Form. The Community 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 Community Owner in order to enable the Community Owner to responsibly investigate the intended purchaser, or proposed lessee within the time limits extended to the Community Owner for that purpose as hereinafter set forth. The application shall be completed and

submitted to the Community Owner along with and as an integral part of the notice. An application fee shall be charged to Home Owner transferring his mobile home or lot, which fee shall accompany the application form.

5. Application Fee -- This fee will be charged by the Community 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 Community.

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

7. Disapproval by the Community Owner. The Community Owner may disapprove the prospective purchaser if the prospective purchaser does not qualify to be a 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 lot. In the event of disapproval, the Community Owner may pursue all remedies available at law or in equity.

8. "For Sale" signs shall be limited to two (2) attractive "For Sale" sign, not more than 192 square inches over all (12" x 16"), which may be placed inside the Home. "For Sale" signs are limited to the Home only. "Open House" signs for the purpose of Home sales will be permitted during the hours of the open house, either by Residents or anyone representing Residents. Because of safety and security considerations, any home offered for sale must be registered with the Community Office before a sign is displayed. All outside realtors, brokers, home movers or service companies working in the Community must show proof of insurance before starting work. Those without proof of insurance on file will be stopped from performing work inside the Community until such proof of insurance is presented to the Community Office.

9. Right of First Refusal for Individual Mobile Homes.

(a) If Home Owner offers a home for sale, or if Home Owner receives a bona fide offer for the purchase of his or her home, Home Owner shall notify Community Management, in writing, of: (a) Home Owners' offer, identifying the price, terms and conditions of the offer made by Home Owner, and (b) for any bona fide offer received from any third party (the "Third Party Offeror"), Home Owner shall identify the Third Party Offeror, provide a full and correct copy of the Third Party Offeror's offer, including the price, terms and all conditions of the offer and of copies of all documents comprising the offer. This notice to Community Management by Home Owner shall be referred to as the "Offer Notice." Community Management shall have three (3) business days to accept the price, terms and conditions of the Offer Notice by providing written notice of the acceptance to Home Owner. Upon delivery of a timely acceptance of the Offer Notice, the Parties shall cooperate in good faith to complete the sale of the home to Community Owner. If Community Management fails to timely accept an Offer Notice served in full compliance with this rule, Home Owner shall be free at any time to sell the home to a party or parties other than Community Owner without having to first relocate it out of the Community, and the prospective buyer may become a resident of the Community. However, the prospective buyer must qualify as a resident pursuant to the requirements of the Community rules and regulations and be approved by Community Management, which approval shall not be unreasonably withheld. If Home Owner thereafter elects to offer, or accept a Third Party Offeror's offer, for a sale of the home at a price lower than the price specified in his or her original Offer Notice, Home Owner shall provide written notice of the revised offer and a copy of the same (the "Revised Offer Notice") to Community Management and Community Management shall have an additional three (3) business days from receipt of the Revised Offer Notice to accept the revised offer. Delivery of an Offer Notice or Revised Offer Notice to Community Management shall be by certified mail, recognized overnight delivery service, or by hand delivery. (Home Owner shall be entitled to a receipt for any Offer Notice or Revised Offer Notice delivered by hand delivery). Acceptance of an offer made in an Offer Notice or Revised Offer Notice by Community Management shall be by certified mail or recognized overnight delivery service, with a copy of the acceptance posted on the home. If an offer made or

received by Home Owner does not include the appliances, fixtures or window coverings for the home, the Offer Notice or Revised Offer Notice shall clearly identify the items which are not included. Clear title and proof of ownership shall be conditions precedent to Community Owner's purchase of a home.

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

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

10. Community Management shall have the right to inspect the exterior of the mobile home prior to approving a prospective purchaser as an acceptable Resident in that mobile home. Homes 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 Community, the seller and the purchaser must provide written assurance to Community Management that any repairs or changes to the home will be made as necessary to bring the home into compliance with Community standards as set forth in these rules and regulations. Community Management has the right to deny approval of the prospective purchaser if such written assurance is not provided. If the mobile home is more than fifteen (15) years old from date of manufacture, purchaser may be required to furnish Community Management with a home inspection report from an established home inspection firm, which document may be used to determine needed repairs or upgrades.

11. Heirs and/or beneficiaries of a deceased mobile home owner are not considered purchasers for the purposes of assuming the remainder of a deceased mobile home owner's tenancy. All heirs and/or beneficiaries must be approved by the Community prior to said heir and/or beneficiaries taking occupancy of the subject mobile home.

## XII. SOLICITING.

1. No selling, soliciting, peddling or commercial activities of any kind are permitted within the Community unless approved by Management or sponsored by the Social Activities Committee. Notwithstanding, nothing herein prevents or infringes upon the right of a Resident from canvassing Residents for the purposes described in Chapter 723, Florida Statutes.

2. No signs (excepting Home "for sale" signs as set forth herein above) of any kind shall be displayed within the Community, or on Resident's Home or Site, without prior written approval of Management. General notices and articles for sale may be posted on the bulletin board provided for such purpose in the Community office.

3. Carport or yard sales are not allowed, except for Community-wide events.

## XIII. BUSINESS.

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

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

2. Garage Sales: No garage, lawn or tag sales will be permitted except those sponsored by the homeowners' association, if any, or authorized in writing in advance by Community Management. No exceptions will be tolerated. Authorization for such sales held by individual home owners will be based on the home owner(s) agreement to restrictions on the time and manner of the sale and the nature of things to be offered for sale. Community Management reserves the right in its sole discretion to immediately cancel or terminate any sale which results in a disruption of the quiet enjoyment of the Community by any Community resident.

#### XIV. SUBLETTING.

1. Residents have the right to sublease their homes, without any unreasonable restraint, provided the buyer otherwise satisfies the requirements of the Community rules and regulations. Residents shall not allow any other person or persons to occupy, use, rent, sublet, lease or sublease the home, or any portion thereof, or any portion of the Site, for fee or gratis, without the prior express written consent and approval of Management Prior to Management issuing approval for such person or persons, a personal interview with each such person or persons by Management at the Community office shall be required within five (5) days of such person or persons' arrival.

2. Community Management has the right to reject a prospective sublessee for any reason not prohibited by law. Management will not approve a prospective sublessee who provides false or misleading statements, whether oral or written, in any statement or document offered in support of a request for approval as a sublessee.

3. No one other than those specifically approved as sublessees shall be allowed to occupy a home in the Community.

4. Written approval of Community Management is required as to any change in the name or number of sublessees in the home.

5. Any consent by Community Owner to a subleasing shall not relieve Home Owner from obtaining written consent from Community Owner for any further subleasing.

6. In the event Home Owner wishes to sublease the lot and/or the mobile home, and if written permission for subleasing from the Community management is obtained, Home Owner hereby grants Community Management the exclusive right to serve as rental agent for the Community recognizing Community Owner's interest in preserving its ability to monitor residents in the Community, to orient such residents to, and to enforce, the Rules and Regulations. Home Owner must arrange all subleasing through Community management, although if subleasing is approved in writing by Community management, Home Owner may sublease to any person or persons who are qualified to lease a lot within the Community.

7. All prospective sublessees must submit a completed application for residency along with a completed criminal background check form no less than 30 days prior to the intended start of the sublease. The criminal background check must be approved prior to arrival of the prospective Home Owner(s) in the Community. Community Management has the right to reject a prospective sublessee for any reason not prohibited by law. Management will not approve a prospective sublessee who provides false or misleading statements, whether oral or written, in any statement or document offered in support of a request for approval as a sublessee. No one other than those specifically approved as sublessees shall be allowed to occupy a home in the Community. Written approval of Community management is required as to any change in the name or number of sublessees in the home.

8. At the time of application for initial occupancy or upon request of Community management, a prospective resident shall, for purposes of age verification, produce for inspection and copying one of the following: driver's license; birth certificate, passport; immigration card; military identification; or other valid local, state, national or international document of comparable reliability containing the prospective resident's birth date; or a certification in a lease, rental agreement, application, affidavit or other document signed by any member of the prospective resident's household age eighteen or older asserting that at least one person in the home is 55 years of age or older.

XV. COMPLIANCE AND DEFAULT.

A manufactured home owner, manufactured home occupant, manufactured home tenant, or a manufactured home itself may be evicted from the Community or have the rental agreement terminated only on one (1) or more of the grounds as listed in Chapter 723, Florida Statutes. The currently approved grounds are summarized below:

1. Nonpayment of the lot rental amount.
2. Conviction of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety or welfare of other Residents of the Community.
3. Violation of a Community rule or regulation, the rental agreement, or the provisions of Chapter 723, Florida Statutes.
4. Change in the use of the land comprising the Community, or the portion thereof from which one (1) or more manufactured homes) are to be removed.
5. Failure of the purchaser of a manufactured home situated in the Community to be qualified as, and to obtain approval to be a Resident.

Please review Florida Statutes, Section 723.061 for further details.

XVI. REMOVAL OF HOME.

1. Thirty (30) days prior to any resident vacating their lot in the Community, which vacation includes removal of the home and its accessory structures from the lot, Home Owner must also furnish Management with a true copy of the contract for removal of the home, all of the temporary improvements on the lot installed by Home Owner and for restoration of the lot after removal of the home and all other temporary improvements installed by Home Owner but not including any improvements installed by Community Owner such as sidewalks and utility connections which will be of use to other Community residents after removal of the home regardless of the size or dimensions of any other home or appurtenances hereto which may be placed on the lot and for restoration of the lot to the condition of a well-maintained lot in the Community after removal of the home and other improvements as referenced herein (the "Removal Contract"). The Removal Contract shall include, but not be limited to: (i) the removal of the home, carport, storage shed(s), all attachments, skirting, anchors, slab and driveway, steps and other temporary improvements installed by Home Owner (collectively the "Improvements"), (ii) restoring the lot to a clean, safe and rentable condition, including grading and re-sodding of the lot and capping all utility connections in accordance with applicable building codes (collectively the "lot restoration"), and (iii) obtaining required permits for the capping of utility connections and for removal of any accessory structures or other Improvements to the home that required a permit to install.

2. Home Owner shall require Contractor to deliver to Management: (1) a security deposit (the "Deposit") or a surety bond ("Bond") which security deposit or surety bond is the exclusive responsibility of the Contractor and which shall be in an amount which is the greater of \$3,500 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 five hundred thousand dollars (\$500,000.00) to ensure against personal injury and damage to property. Home Owner 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 Management may use the deposit or the bond to complete said removal of the improvements and lot restoration. In the event of home owner's default under the provisions of this rule the contractor 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 contractor fail to complete the removal of the improvements in accordance with the terms and conditions of this paragraph. 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 \$100,000.00 to ensure against damage to Community property, proper licenses and permits.

3. Home Owner shall not have the right to remove Home Owner's Home from the lot or the Community prior to: (a) curing any existing defaults under the Rental Agreement; (b) providing the Community Manager with a bid from a licensed moving company (the "Movers") selected by Home Owner and approved by Community Manager with respect to the cost of removing the home and all vertical improvements including all aluminum and concrete improvements; (c) providing the Manager with the movers' insurance certificate showing evidence of insurance of not less than \$100,000 liability and casualty insurance of \$300,000 being in effect; and (d) deposits with the Manager a cash bond equal to 100% of the amount of the bid from the approved movers to guarantee that the lot shall be cleared of all improvements and in a broom clean condition prior to the release of the bond. If the movers fail to satisfy these bond requirements, the Manager shall apply the bond funds to complete the removal of the remainder of the home and improvements and clearing of the lot. The balance of the bond, if any, shall be refunded to the depositor conditioned upon Home Owner signing a full release in favor of Community Owner and Community Manager.

4. Movement of homes from the Community must be made between 8:00 a.m. and 5:00 p.m. so Management may have an inspector present. Only transporters of homes, properly authorized by governing authorities, are permitted to move homes into or out of the Community.

5. Any resident who removes his home is responsible for removal of all discarded materials including but not limited to all concrete, trash, steps, planters, patios and footers etc. The home site must be left in a clean and neat fashion. Any expenses incurred by Management in restoring the site to the condition of a well-maintained lot in the Community will be charged to Home Owner. All utility connections shall be sealed and identified. When these obligations have been met, Home Owner shall notify Management and an inspection of the lot will be made. Once Management determines that the lot has been properly cleared, Home Owner's responsibility for lot rental amount shall cease. If Resident fails to properly clear the lot, Management shall do so and Resident shall be charged a fee for cleanup.

6. Removal of a home during the lease term without prior written consent of Management shall constitute a breach of Home Owner's lot rental agreement and subject Home Owner with the obligation for payment of all lot rental amount owed for the remainder of the lease term. Home Owner must be current in payment of its lot rental amount and other obligations to the Community and if the home is to be moved prior to the end of the current lease term prepay or make arrangements acceptable to Management to pay the lot rental amount, and user fees if applicable, through the end of Home Owner's current lease term. Home Owner is advised that Management retains a lien on the home and its accessory structures on the lot for any unpaid lot rental amount pursuant to Section 713.691, Florida Statutes.

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

XVII. CONDUCT OF RESIDENTS AND GUESTS.

1. Loud noises, disorderly conduct, abusive, profane and/or threatening language, harassment of Residents or their Guests and annoying parties shall not be permitted. Residents and their Guests shall conduct themselves so as not to interfere with the peaceful enjoyment of the community by its Residents. 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 Community Residents. Residents are requested to keep noise levels from whatever source to a minimum, especially between the hours of 10:00 p.m. and 8:00 a.m. Noise which can be heard outside of your lot will be considered too loud. Complaints filed with Community Management 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.

2. Drunkenness and immoral behavior shall not be tolerated, and no alcoholic beverages shall be consumed or served in any building or recreation area which is the Community's property without prior written permission from Management.

3. Smoking is not permitted in Clubhouses or any other indoor common facilities or the pool decks. For purposes of this rule "Smoking" and "Electronic Smoking Device" are defined as follows:

(a) "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

(b) "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

4. Possession of, or dealing in, a controlled substance as defined in Chapter 893, Florida Statutes, is prohibited.

5. Residents should operate televisions, radios, stereos, etc., in a way that does not disturb their neighbors.

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

7. Criminal Activity in Community.

(a) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in criminal activity or allow Resident's home to be used in criminal activity including: drug-related criminal activity, anywhere in the Community. ("Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance.); 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 lot rental agreement that jeopardizes the health, safety or welfare of the landlord, his agent(s), or other resident(s), or which involves imminent or actual property damage.

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

8. Open fires may not be built on Community property.
9. No firearms or firecrackers are to be discharged in the Community.

10. Residents or their guests shall not loiter or wander on the streets of the Community after the hour of 10 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.

#### XVIII. COMPLAINTS.

1. Written complaints concerning infractions of these rules should be reported to Management.
2. Complaints filed with Community Management 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.
3. All complaints to Community Management must be made in writing and signed and dated and submitted to the Community office. Email to the Community Manager or the corporate offices do not satisfy the requirement of written notice. Phone calls do not substitute for written submissions.
4. The delivery of written notices required by Chapter 723, Florida Statutes, under the terms of any Lot Rental Agreement or these rules and regulations shall be by mailing or delivery of a true copy thereof to the Community Management office as required by Chapter 723, Florida Statutes. If you have any complaints, recommendations, etc., please discuss them with the Community Management. Avoid passing rumors on to others. Come to the office--we will be glad to do everything possible to correct problem situations. Community Management is not responsible for delivery of personal notes, messages, etc.

#### XIX. MAINTENANCE REQUESTS.

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

#### XX. INSURANCE.

Home owners are required to obtain and to maintain liability insurance. A copy of the declaration page from Home Owner's homeowners' insurance policy shall be given to Community Management each year. The Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a home owner's lot or within a home owner's home, or for reimbursement to Home Owner for the loss of the home or personal property. Community Owner reserves the right to waive the requirement for home owners to have one or more types of insurance coverage specified above if such insurance is not reasonably available for purchase by home owners.

XXI. SECURITY.

Community Owner and/or Management does not promise, warrant, or guarantee the safety or security of any mobile home occupants or guests or their personal property against the criminal or negligent actions of other mobile home occupants, guests, invitees, contractors or third parties. Crime can and does occur in any Community. Each mobile 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 mobile 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.

XXII. SPECIAL EXCEPTIONS.

Community Management reserves the exclusive, unrestricted right to grant special exceptions to these rules and regulations when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Resident or Residents, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other Residents of the Community. For example, variances to these rules and regulations may be granted by the Community Manager due to space limitations, design considerations, in cases where the intent of a rule or regulation is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other Residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

Residents are responsible for keeping themselves informed of any noticed changes in these rules and regulations.

## RULES AND REGULATIONS FOR POOLS

### Corral Swimming Pool

1. NO SMOKING IN OR AROUND POOL OR POOL DECK - effective June 1, 2011 (Florida Clean Air Act - Florida Statute Chapter 386).
2. RESIDENTS & GUESTS ONLY.
3. HOURS - ONE HALF HOUR AFTER SUNRISE TO ONE HALF HOUR BEFORE SUNSET.
4. SHOWER BEFORE ENTERING (Pinellas County).
5. NO SUNTAN OIL IN POOL.
6. NO FLOATS OR RAFTS.
7. NO GLASS OR ANIMALS IN THE FENCED POOL AREA (Pinellas County).
8. NO FOOD OR BEVERAGES IN POOL OR ON POOL WET DECK (Pinellas County).
9. NO CUT-OFFS.
10. NO DUNKING, PUSHING, OR ROUGH PLAY.
11. PLASTIC PANTS MUST BE WORN OVER DIAPERS.
12. MAXIMUM WATER TEMPERATURE IS 104° (Pinellas County) THE SPECIFIC DAYS AND TIMES DURING WHICH THE POOL HEATING EQUIPMENT WILL BE OPERATED AND THE POOL WATER HEATED, THE TEMPERATURE TO WHICH THE POOL WASTER WILL BE HEATED; AND THE DURATION OF TIME FOR WHICH THE POOL WILL BE HEATED, WILL BE DETERMINED IN THE SOLE DISCRETION OF COMMUNITY MANAGEMENT.
13. DO NOT USE THE POOL IF YOU ARE ILL WITH DIARRHEA (Pinellas County).
14. DO NOT SWALLOW THE WATER, IT IS RE-CIRCULATED (Pinellas County).
15. CHILDREN ALLOWED FROM 10:00 AM - 2:00 PM and 5:00 PM - 7:00 PM ONLY.
16. NO LIFEGUARD ON DUTY.
17. SWIM AT OWN RISK.
18. NO DIVING.
19. Children under age 14 must be accompanied by a Resident. No person shall be allowed to enter the pool who cannot independently understand the risks and responsibilities of use of the pool and by themselves safely enter and exit the pool.
20. No sitting on pool safety rope.
21. No pets or toys in pool or on pool deck.
22. Emergency Medical Services--dial 911.
23. Bathing Load - 23 persons at one time.
  - a. Residents and their sublessees and guests are prohibited from bringing children under 14 years of age to the swimming pool and leaving them as they are expected to personally supervise their children.
  - b. Swimming in the swimming pool is permitted only between the hours posted.
  - c. A child who cannot safely swim may not be brought to the swimming pool unless accompanied, at all times, by an older person. Such a child cannot enter the swimming pool unless accompanied by an older person who is at the swimming pool in proper bathing attire.
  - d. All persons using the swimming pool must be appropriately attired.
  - e. Swimming pool safety equipment should be kept in place and shall not be used, except for its intended purposes.
  - h. Running, jumping, skating or any other activity which creates a danger or annoyance in the general swimming pool area is prohibited.
  - j. If suntan oil is used, a beach towel must be used to cover patio furniture.

### Lake House Swimming Pool and Hacienda Swimming Pool

1. NO SMOKING IN OR AROUND POOL OR POOL DECK - effective June 1, 2011 (Florida Clean Air Act - Florida Statute Chapter 386).
2. RESIDENTS & GUESTS ONLY.
3. HOURS - ONE HALF HOUR AFTER SUNRISE TO ONE HALF HOUR BEFORE SUNSET.
4. SHOWER BEFORE ENTERING (Pinellas County).
5. NO SUNTAN OIL IN POOL
6. NO FLOATS OR RAFTS.
7. NO GLASS OR ANIMALS IN THE FENCED POOL AREA (Pinellas County).
8. NO FOOD OR BEVERAGES IN POOL OR ON POOL WET DECK (Pinellas County).
9. NO CUT-OFFS.
10. NO DUNKING, PUSHING, OR ROUGH PLAY.
11. MAXIMUM WATER TEMPERATURE IS 104° (Pinellas County) THE SPECIFIC DAYS AND TIMES DURING WHICH THE POOL THE POOL HEATING EQUIPMENT WILL BE OPERATED AND THE POOL WATER HEATED, THE TEMPERATURE TO WHICH THE POOL WASTER WILL BE HEATED; AND THE DURATION OF TIME FOR WHICH THE POOL WILL BE HEATED, WILL BE DETERMINED IN THE SOLE DISCRETION OF COMMUNITY MANAGEMENT.
12. DO NOT USE THE POOL IF YOU ARE ILL WITH DIARRHEA (Pinellas County).
13. DO NOT SWALLOW THE WATER, IT IS RE-CIRCULATED (Pinellas County).
14. OLDER PERSONS ONLY.
15. NO LIFEGUARD ON DUTY.
16. SWIM AT OWN RISK.
17. NO DIVING.
18. No sitting on pool safety rope.
19. No pets or toys in pool or on pool deck.
20. Emergency Medical Services--dial 911.
21. Bathing Load - 14 persons at one time.
  - a. Swimming in the swimming pool is permitted only between the hours posted.
  - b. All persons using the swimming pool must be appropriately attired.
  - c. Swimming pool safety equipment should be kept in place and shall not be used, except for its intended purposes.
  - d. Running, jumping, skating or any other activity which creates a danger or annoyance in the general swimming pool area is prohibited.
  - e. If suntan oil is used, a beach towel must be used to cover patio furniture.

**EXHIBIT "D"**

**PET AGREEMENT**

**PET USER FEE AGREEMENT**

NAME OF PET \_\_\_\_\_ Lot # \_\_\_\_\_ Date: \_\_\_\_\_

DESCRIPTION OF PET: \_\_\_\_\_

BREED: \_\_\_\_\_ AGE: \_\_\_\_\_ WEIGHT: \_\_\_\_\_ HEIGHT: \_\_\_\_\_

Resident is hereby given permission to have the above-described pet in residence for the term indicated on the Lot Rental Agreement subject to these conditions and regulations:

1. Pet may be permitted at the discretion of the Management, so long as they do not constitute a nuisance to other residents.
2. It is understood that the resident agrees to comply with all the Community Rules and Regulations pertaining to their pet, also:
  - a. My pet will be registered and inoculated in accordance with the requirements of the law. License # \_\_\_\_\_.
  - b. My pet will not be allowed out of my manufactured home except when accompanied by a responsible person and restrained by a leash, or whatever is applicable to the particular type pet. My pet will not be tied outside the home.
  - c. My pet will not be allowed to make deposits on cooperative grounds. I will be responsible for removing such deposits should an accident occur.
  - d. My pet will not be allowed to create excessive noise or annoy other residents of the neighborhood.
  - e. My pet will not be permitted in or around the SWIMMING POOL/CLUBHOUSE.
  - f. My pet will not be tied on Community grounds.
  - g. I will pay a pet fee of \$ \_\_\_\_\_ per month per each pet.
3. Resident agrees to indemnify and hold MANAGEMENT harmless from any and all public liability and/or property damage arising either directly or indirectly for the keeping of the pet on the premises and agrees to carry liability insurance to protect the other residents and general public for actions of the pet.
4. It is understood that Community Management may exercise its right to have all animals impounded which are allowed to run loose.

In the event the pet becomes objectionable in the sole discretion of the Community Manager, notice will be given to the resident to remove the animal permanently from the premises within a maximum of three (3) days. Failure to comply with such a notice shall give rise to management's right to exercise all legal remedies available, including but not limited to, termination of the Lot Rental Agreement and assessment of all damages resulting. AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Ranchero Village Mobile Home Park

\_\_\_\_\_  
Pet Owner

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Pet Owner

Lot # \_\_\_\_\_.

**EXHIBIT "E"**

**CRIME FREE AGREEMENT**

**“CRIME FREE” AGREEMENT**

In consideration of the execution of the lot rental agreement for lease of a lot within \_\_\_\_\_, Owner and Resident(s) agree as follows:

1. Resident, members of Resident’s household, Resident’s guests or other persons under Resident’s control or on the lot with Resident’s permission or consent, shall not engage in criminal activity, including drug-related criminal activity, anywhere in the Community. “Drug-related activity” means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance.

2. Resident, members of Resident’s household, Resident’s guests or other persons under Resident’s control or on the lot with Resident’s permission or consent, shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near said leased lot.

3. Resident, members of Resident’s household, Resident’s guests or other persons under Resident’s control or on the lot with Resident’s permission or consent, will not permit the dwelling unit 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.

4. Resident, members of Resident’s household, Resident’s guests or other persons under Resident’s control or on the lot with Resident’s permission or consent, shall not engage in the unlawful manufacturing, selling, using, storing, or giving of a controlled substance, at any location, whether on or near the dwelling unit, lot or otherwise.

5. Resident, members of Resident’s household, guests or other persons under Resident’s control or on the lot with Resident’s permission or consent, shall not engage in any illegal activity, including prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the Community), battery, including but not limited to the unlawful discharge of firearms or use of fireworks on or near the leased lot, or any breach of the lot rental agreement that jeopardizes the health, safety or welfare of the LANDLORD, his agent(s), or other residents, or involving imminent or actual serious property damage.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LOT RENTAL AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation shall be good cause for immediate termination of the lot rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. This Agreement is incorporated into the lot rental agreement executed this day between Owner and Resident.

By \_\_\_\_\_  
(COMMUNITY OWNER)

By \_\_\_\_\_  
(RESIDENT)

By \_\_\_\_\_  
(RESIDENT)

**NOTE: All persons who sign the lot rental agreement must also sign this agreement.**

**FLOOD DISCLOSURE TO PROSPECTIVE RESIDENT**

This Flood Disclosure is furnished by Rancho Village (“Landlord”) to \_\_\_\_\_ (“Resident”), the prospective resident(s) who have made application or seek to enter into a rental agreement for the property referenced in the lease agreement between the parties.

A. **Flood Insurance:** Homeowners’ and renters’ insurance policies do not include coverage for damage resulting from floods. You are encouraged to discuss the need to purchase separate flood insurance coverage with your insurance agent.

B. **Property Flood Disclosures:**

1. Landlord has  has no  knowledge of any flooding that has damaged the property during Landlord’s ownership of the property.

2. Landlord has  has not  filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.

3. Landlord has  has not  received assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.

4. For the purposes of this disclosure, the term “flooding” means a general or temporary condition of partial or complete inundation of the property caused by any of the following:

- a. The overflow of inland or tidal waters.
- b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
- c. Sustained periods of standing water resulting from rainfall.

C. **Acknowledgement:** By signing below, the prospective resident(s) acknowledges receipt of the above disclosures prior to execution of the rental agreement for the property. Disclosure shall be effective upon delivery of this document to the prospective resident, regardless of whether they have signed acknowledging receipt.

**RESIDENT #1** \_\_\_\_\_  
(sign)

**RESIDENT #2** \_\_\_\_\_  
(sign)

\_\_\_\_\_  
(print)

\_\_\_\_\_  
(print)

Date: \_\_\_\_\_

Date: \_\_\_\_\_