

AMENDED AND RESTATED
RULES AND REGULATONS

HEATHERWOOD VILLAGE
1925 Harden Blvd.
Lakeland, Florida 33803

Effective November 1, 2020

WELCOME!

The management of HEATHERWOOD VILLAGE is very proud of this attractive, adult community with its pleasant, friendly and informal atmosphere. We have established high standards for operation to insure a fine, clean community. Our success has been, in large part, due to the fine residents of HEATHERWOOD VILLAGE. All new residents are expected to cooperate in the same way and observe all the rules and regulations. Consideration and courtesy to others, plus your cooperation in maintaining an attractive home will help sustain our high standards. As you read these rules, we ask that you keep in mind that they are for your protection. Many of our rules are based on what is required of us by law. It is these rules and regulations that insure you a pleasant, carefree lifestyle. These Rules are applicable to all homeowners and other residents of the Community.

Definitions

“Home” means a “mobile home” as defined by Section 723.003(8) F.S.

“Homeowner” means a person(s) who owns a Home and leases a “Lot” within the Community for residential use.

“Lot” means a lot rented for the placement of a mobile home thereon.

“Resident” means a person entitled under authority of Homeowner’s Rental Agreement as lessees, sublessees, or otherwise, to the use and occupancy of a Lot to the exclusion of others, and all of whom must be approved by the Community Manager. References to “Resident” in these Rules and Regulations shall include any “Homeowner”.

PLEASE READ ALL OF THE FOLLOWING RULES AND REGULATONS
CAREFULLY AND THOROUGHLY

A. ALTERATIONS TO LOT: No manufactured home will be placed on a lot unless it is inspected and approved by the Park Owner prior to placement. All aluminum and vinyl additions, screen rooms, awnings, driveway and brick skirting will be new construction and material and receive prior written approval from Park Owner as to design. No lot shall be improved, or its appearance altered except with prior written consent of the Park Owner. Homeowner shall also obtain any building or other permit required by county building department and any other applicable governmental agency prior to commencing construction of any alteration.

B. ALTERATIONS TO MOBILE HOME: No alterations to, or changes in the exterior appearance of the mobile home of Homeowner, including but not limited to the paint color, addition of rooms, porches, window air conditioning units, cabanas or enclosures shall be permitted except with the prior written approval of the Park Owner.

C. MAINTENANCE OF LOT: Homeowner shall maintain the Lot in good condition including trees, plantings thereon, and driveway and shall adhere to and comply with all health and safety codes, ordinances and laws of the city, county, state and federal government. In the event Homeowner fails to maintain the Lot, Park Owner shall have the right, but not the obligation, after seven (7) days' notice to Homeowner specifying default, to enter upon the Lot for the purpose of mowing grass, cleaning and removing trash and otherwise maintaining the Lot and restoring it to good condition. Park Owner shall be entitled to charge Homeowner a reasonable charge for such services.

D. MAINTENANCE OF HOME: Mobile homes, skirting and attachments must be kept clean and in good repair. The use of aluminum foil or similar material in windows is prohibited. Amateur radio/CB antennas and disk type TV antennas are only permitted when located in rear of home, out of sight and when written approval is given individually by management. Drying laundry is permitted on the homesite provided the umbrella/retractable type hanger is installed at the rear of the home and concealed from street view.

E. ANTENNA/DISHES: No antennas or reception devices shall in any way be attached to or protruding from any manufactured home or manufactured home site, except small satellite dishes and broadcast TV antennas (less than one meter in diameter or diagonal measurement). All other sending and receiving satellite dishes and antennas are prohibited. Further, any equipment that interferes with neighboring reception is prohibited.

To maintain an attractive community, Homeowners are urged to install satellite dishes or broadcast TV antennas in an inconspicuous location at the rear of their manufactured home, if such placement does not interfere with adequate reception. Due to concerns over possible damage to underground utilities, prior written approval from management is required for the placement of a satellite dish or broadcast TV antenna on the manufactured home lot. Placement on the manufactured home lot may require a reasonable landscaping addition to conceal the dish or antenna and thereby help maintain the aesthetics of the community. Under no circumstances may Homeowner install satellite dishes or broadcast TV antennas outside the Homeowner's manufacture home lot.

F. STORAGE: All items stored outside of mobile home are to be stored underneath the home and hidden by skirting or placed in any authorized utility shed. The storage of boxes, bottles, cans, miscellaneous equipment or trash is not permitted around the mobile home or on the Lot.

G. VEHICLE STORAGE: No travel trailers, recreational vehicles, boats or trucks (other than light four-wheel passenger pickup trucks) or other bulky items may be stored on the lot or left on the street. Such items shall be stored, if space is available, in designated areas within the Park. Only currently licensed vehicles may be stored in the designated areas. Park Owner shall not be liable for theft, loss of or damage to the vehicle or items stored therein.

H. PARKING: Vehicles of Homeowners, other than of the type specified in Item G above, shall be parked off the street in the parking area. Parking of more than two (2) vehicles per Lot or for vehicles not used on a daily basis, shall require special arrangement with and consent of the Park Owner. Guests shall park their vehicles on the street in front of the Lot of the Resident being visited, or in other designated areas during the visiting period. In no event shall any vehicles be parked on the lawn. Posted speed limits, parking and street signs shall be observed by all Residents, their guests and licensees at all times. Any repair or major maintenance of motor vehicles, travel trailers, recreational vehicles, boats, etc., must be performed in the designated storage area only and is not permitted upon the homesite. Occupancy and/or living in any motor home, recreational vehicle, etc., parked at the homesite or designated storage area is not permitted.

I. MOTORCYCLES, MINI-BIKES, MOPEDS: Motorcycles shall be operated only for transportation to and from the Park and in a manner that does not disturb other Residents. Minibike use within the community is permitted by Residents only.

J. GUESTS: All persons who are not registered with management as approved occupants of a mobile home within the Park and who are transient occupants of a mobile home on Park premises at the invitation of the mobile Homeowners thereof, are defined as guests. Guests shall not stay in the Park more than fifteen (15) consecutive days or 30 days in any year without written permission from Park Management. Residents shall be solely responsible for the conduct of their guests. All guests must comply with the Park Rules and Regulations. Guests will not be permitted to reside or stay in the Park in the absence of the Resident. Seasonal occupants are requested to notify the Park Manager of the period during which the mobile home will be vacant. Guests must be signed in and out upon arrival in the Park. Guests shall not be allowed to bring a dog or any other animal, even for a daily visit. However, seeing-eye dogs are permitted. Any guest staying with a mobile Homeowner in excess of thirty (30) consecutive days shall be considered an applicant for permanent residency in the Park, and shall make application for residency and satisfy the Park's requirements for residency. If Park Management so requests, a guest must vacate the Park within 24 hours of delivery to the Resident or the guest of a written demand to vacate.

K. USE OF POOL AND OTHER COMMON AREAS: Only Residents and their guests are permitted to use any recreational area, swimming pool, or other common areas (a common area is defined as any park property other than individual lots occupied by a mobile home) or other facility within the Park, subject to the posted rules and regulations of the Park for these facilities.

No children under the age of 18 are permitted in any recreational area, swimming pool, common areas or other facility within the Park unless accompanied by a Resident or a responsible adult.

L. PLANTS AND LAWNS: Homeowner may plant flowers, shrubs and plants on the Lot with prior approval by the Park Owner. Lawns shall be mowed, watered and trimmed during daylight hours and kept to a height of not more than three (3) inches. Lot fencing and hedges are not permitted, except on perimeter lots with the prior approval of Management. Any shrubbery planted by Homeowner shall constitute a part of the Lot and shall not be removed without written consent of the Park Owner.

M. DAMAGE TO UTILITIES: No fence posts, clothesline poles or the like are to be driven into the ground without consulting the Park Owner due to the danger of interfering with or damaging underground utilities. Resident will be liable for any expense incurred by Park Owner as a result of repairs necessitated by Resident's violation of this rule.

N. GARBAGE, TRASH, AND UTILITIES: Garbage and trash must be stored in metal or solid plastic containers with lids only, and said container, if above ground, must be stored at the rear or rear one-third carport side of the mobile home and be enclosed on all four sides, except when placed by the street for pick-up. Street pick-up of garbage and trash in approved plastic bags shall be permitted. Garbage, trash, refuse or rubbish that is required to be placed at the front of the Lot in order to be collected may be placed and kept at the front of the Lot after 5pm on the day before the scheduled day of collection, and any trash containers must be returned by the evening of the collection day to their normal location. Residents shall be advised by Management as to time and procedure of garbage and trash pick-up schedules.

O. HOUSEHOLD PETS:

1. Dogs, cats and other household pets of permissible size are allowed up to a maximum of two (2) pets per residence are allowed to be kept in the home and upon the homesite not to exceed 25 pounds of weight per pet at maturity. Certain breeds of dogs [including but not limited to Doberman pinschers, German shepherds, Rottweilers, and bulldog breeds (including pit-bulls)] are not permitted in the Park due to their size and/or aggressive natures. Prior written approval from Park Management must be obtained as to any dog or other household pet which is to reside in the Park and such approval must be obtained prior to the time the pet is actually brought into the Park. However, the above-stated restrictions do not apply to pets in the Park and owned by persons lawfully in residence as of the effective date of these rules. However, pets which would otherwise be in violation of these rules, but which are in the Park as of the effective date thereof may not be replaced by another non-conforming pet. Applicants for residence in the Park and Residents

in the Park who wish to bring a dog or cat into their home must provide evidence of immunization and local licensing to Management prior to bringing the pet into the home. Once a dog, cat or other permitted pet is brought into Resident's home, the Resident shall continue to maintain all required pet licenses and immunizations for each pet and keep proof of such licensing and immunizations available for management's review. No outside dog houses, cages, fences or other containers of any kind for the retention of pets will be permitted on a homesite. Dogs must be kept inside the home except when taken outdoors on a leash for reasonable outdoor exercise periods. For this purpose, dogs may be walked on the Resident's lot or on the common areas in the Park designated by management. In no event may a dog be permitted to trespass on another Resident's property. Management will monitor dog owner's compliance with all of the foregoing rules and will investigate any and all written complaints concerning dogs from any neighboring Resident. When dog owners are determined by Management to be out of compliance, the dog owner will immediately be given written notice of such non-compliance, in accordance with Chapter 723, Florida Statutes, which may lead to eviction for non-compliance under these statutes. Pets are specifically prohibited from the recreation hall, shuffleboard courts, laundry, office, and other Park or recreation buildings. Feeding of any stray animals is prohibited. Pets may not be tied or chained outside. Guests or friends are not permitted to bring a pet into the Park other than seeing-eye dogs, which are allowed in the Park. Residents will be held responsible for any violation by the Resident's guests. All dogs and cats must be kept on a leash when outside of Resident's mobile home and accompanied by the Resident. Pets that are noisy and unruly or cause complaints will not be permitted to remain. No exotic pets, such as snakes, parrots, etc. are permitted. Designated pet walk areas may be selected by Management and their use is encouraged. Residents are responsible for the immediate pick up and disposal of pet waste on their lots, streets, common areas or neighbor's homesites. Breeding or housing of any animals for commercial purposes is prohibited. Permission to keep the pet may be revoked by Park Owner if complaints are received by Park Owner in respect to barking, odor or other unacceptable behavior on the part of the pet and such actions were not corrected upon prior notification to the pet owner. No exotic or wild animals such as snakes, lizards, iguanas, ferrets, monkeys, etc. are permitted in the Community.

2. Resident shall be liable for and shall defend, indemnify and hold Park Owner harmless for all personal injury or property damage caused by their pets. Residents shall, in addition, comply with all provisions of any municipal code and the laws of the State of Florida with respect to dogs and other pets.

P. FIFTY-FIVE AND OLDER COMMUNITY:

1. This community is intended and operated for occupancy by persons 55 years of age and older, and as such, adheres to the requirements of the Housing for Older Persons Act of 1995. Consequently, at least 80 percent of the occupied units must be occupied by at least one person who is 55 years of age or older as of the date of the occupancy.

2. At the time of application for initial occupancy, or upon demand of Community Management, all prospective Residents and all existing Residents shall be required to produce for inspection and copying, one of the following age verification documents: driver's

license; birth certificate; passport; immigration card; military identification; other valid local, state, national or international documents containing a birth date of comparable reliability or a certification in a lease, rental agreement, application, affidavit or other document signed by any adult member of a household asserting the age of the occupants of said home. The minimum age for all residents is 40 years of age. Notwithstanding the above, so long as at least 80% of the occupied homes in the Park are occupied by at least one person 55 years of age or older, the Community Management reserves the right, in its sole discretion, to grant exceptions to the minimum age requirements of this Rule, while still maintaining compliance with the Housing for older Persons Act of 1995.

3. On January 1st of each even numbered year, all existing Homeowners shall be required to provide the names and ages of all current occupants of the home, in writing, to Community Management. Failure to provide the written occupant documentation shall constitute a violation of these Rules and Regulations and the Homeowner may be subject to eviction pursuant to Section 723.061, Florida Statutes.

Q. LAUNDRY: Laundry facilities are available within the Park. They shall remain open during posted hours each day for use by Park Residents and their guests. Residents shall abide by regulations regarding use of laundry facilities which shall be posted on the laundry premises. In case of equipment trouble, the Park Manager shall be promptly notified. No clothes lines are permitted on any lot.

R. RECREATIONAL AREAS: Rules posted in the swimming pool and other common recreational areas must be observed at all times and will be strictly enforced. The recreational facilities are provided for use by Residents and their guests on a "Use at Your Own Risk" basis. Use of the facilities is subject to restriction and revocation, or either of them, and Park Owner reserves the right to revoke the privilege to use such facilities to any Resident, his family or guest who abuses or misuses the facilities or who violates posted rules. Hours for operation of the various facilities shall be determined by the Park Manager in his sole discretion and within his capability to provide proper maintenance of the facilities.

S. NOISE: Radios, televisions, record players, musical instruments or the like, shall be played softly at all times and in a manner that does not unreasonably disturb other Residents of the Park. Loud parties, meetings or other congregations are not permitted in the Park. Notwithstanding the foregoing, between the hours of 10:00 pm and 8:00 am, radios, televisions, record players, musical instruments and the like shall not be played in a manner so as to be audible outside the mobile home.

T. SOLICITING: Peddling, soliciting, distribution of literature or commercial enterprise of any kind is not permitted without written consent of Management. Residents are permitted to canvas homeowners in accordance with the Florida Mobile Home Act, Chapter 723, Florida Statutes. Please contact Management if you see someone soliciting.

U. SALE OF HOMES:

1. Homeowners may sell their homes or employ a third party, subject however to the Community Owner's right of first refusal set forth below. If Homeowners elect to use a third party to sell the home, the third-party agent or company must be licensed in accordance with Florida Statute, Section 320.77 and / or any laws governing manufactured home dealers or brokers. The company or agent selected to handle the transaction must present proper credentials and licensing to Management prior to the signing of any listing agreement. Homeowners electing to use a licensed manufactured home dealer or broker must advise such dealer or broker of the Community Owner's Right of First Refusal to purchase any home in the Community, as set forth below.

2. Because of traffic and security considerations, any residence offered for sale must be registered with the Management before a sign is displayed.

3. Signs shall not be displayed or attached on a lot or in a home, except as follows: One "For Sale" sign may be displayed only in the front window of the home not to exceed 12" x 24" in size. In addition, a sign displaying the Homeowners' name and contact information may be shown on the clubhouse bulletin board.

V. COMMUNITY OWNER'S RIGHT OF FIRST REFUSAL. Pursuant to an agreement with your homeowner's association, Community Owner has the right of first refusal to purchase any and all mobile homes in the Community under the terms and conditions set forth in the Notice of Community Owner's Right of First Refusal attached to these Rules and Regulations as Exhibit "A" and incorporated herein by reference as part of these Rules and Regulations.

W. REMOVAL OF HOMES.

1. Homeowners are required to give Management thirty (30) days prior written notice of their intention to vacate the lot on which they reside ("Lot") together with their proper forwarding address.

2. Thirty (30) days prior to any Homeowner vacating their Lot in the Community, which vacation includes the removal of the manufactured home and its accessory structures from the Lot, the Homeowner must also furnish Management with a true copy of the contract for: removal of the home and all of the above ground improvements on the Lot, and for restoration of the Lot and all other above ground improvements (the "Removal Contract").

3. The Removal Contract shall include, but not be limited to: (i) the removal of the manufactured home, carport, storage shed(s), all attachments, skirting, anchors, broken or damaged slab and driveway, steps and other above ground improvements (collectively the "Improvements"), (ii) restoring the Lot to a clean, safe and rentable condition, including grading and resodding of the Lot and capping all utility connections in accordance to 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 manufactured home that required a permit to install.

4. Homeowner shall deliver or cause its contractor to deliver to Community Management a security deposit (the "Deposit") or a surety bond ("Bond") furnished by the contractor in an amount which is the greater of \$3,500 or 110% of the amount of the Removal Contract, which Deposit or Bond shall act as security to insure the obtainment of proper permits, removal of the Improvements in a workmanlike fashion and for Lot Restoration.

5. Homeowner shall have 5 days from the date of commencement of the removal of the Improvements to complete the removal of the Improvements and Lot Restoration or Management may use the Deposit or the Bond to complete said removal of the Improvements and Lot Restoration.

6. In the event of Homeowner's default under the provisions of this Rule, neither the Homeowner nor any contractor shall 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 either the Homeowner or the contractor fail to complete the removal of the Improvements and the Lot Restoration in accordance with the terms and conditions of this section.

7. 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 adequate insurance (workers compensation and comprehensive general), proper licenses and required permits to Management.

8. As a further condition of removal of the home, Homeowner must be current in payment of his/her lot rental amount and other obligations to the Community and shall either repay or make arrangements acceptable to Management to pay the balance of the lot rental amount for said Lot through the end of the Homeowner's current lease term.

9. Homeowner 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.

X. RENTAL OF HOMES: Homeowner shall not assign the lease, or any interest therein, and shall not sublet the home or any part thereof or allow any person or persons to occupy or use the home without the specific, written consent of the Park Owner. Any assignment or subletting without Park Owner's consent shall be void and each day thereof shall continue a default by Homeowner under the lease and under the rules and regulations. All prospective subleases must qualify as a Resident of the Park and submit a completed application for residency.

Y. SIGNS AND BUSINESS: Homeowner agrees not to erect or to display either on the Lot or on the mobile home, any sign (business or personal) (except one sign not exceeding 12" x

24" advertising its sale in a window of the mobile home itself) or engage in any commercial activity thereon or therefrom, unless prior written approval from Park Owner has been obtained. Park Owner shall have the right to remove any sign which violates the provisions of this paragraph.

Z. UTILITY AND OTHER SERVICE CHARGES: Homeowner will be billed directly by utility and other service companies for all services to his/her mobile home. Such services must be fully paid by Homeowner before Homeowner vacates the Lot.

AA. RENT: All rent/lease payments are payable in advance on the first day of each month, if later than the tenth, a penalty, as disclosed in your prospectus, will be added and adjusted from time to time in accordance with the rent increase notices. All rent monies must be paid by check or money order and mailed to Heatherwood Village, LLC, 7381 Professional Parkway East, Sarasota, Florida 34240, or to the designated collection agent. A charge will be made on any returned checks, as disclosed in your prospectus.

BB. SUBLETTING: No subletting of homes is permitted without prior written consent of Management.

CC. MANAGEMENT: The Park Owner reserves the right to establish policy, amend the rules and regulations as deemed necessary and shall be the sole arbitrator for the interpretation and enforcement of any and all rules.

MANAGEMENT MAINTAINS AN "OPEN DOOR POLICY" AND INVITES YOUR SUGGESTIONS AND COMMENTS, AS IT IS OUR GOAL TO HAVE 100% OF OUR RESIDENTS - "HAPPY RESIDENTS."

DD. NOTICES: All Notices to the owner of the community should be addressed to Heatherwood Village, LLC, 7381 Professional Parkway East, Sarasota, FL 34240. Any notice from Management to the Resident will be mailed to the Resident at the Resident's address or by hand delivery to the Resident.

EE. EVICTIONS: Management may evict a Resident for:

1. Nonpayment of lot rental amount if Resident fails to pay the lot rental amount when due and if the default continues for five (5) days after delivery of written demand by Park Owner to Resident.

2. Conviction of a violation of a federal or state law or local ordinance which violation may be deemed by the Park Owner to be detrimental to the health, safety or welfare of other Residents of the community.

3. Violation of a community rule or regulation, the lease agreement or any applicable law as follows:

a. For the first violation of any rule or regulation, a provision of this lease agreement, or applicable law which is found by a court to have been an act which endangered the life, health, safety, property or peaceful enjoyment of the community or its occupants; or

b. For the second violation of any rule or regulation, and provision of this lease agreement, or applicable law within twelve (12) months. Park Owner will notify Resident, in writing, within thirty (30) days of the first violation specifying the action of Resident causing the violation and giving the Resident seven (7) days to correct the noncompliance.

4. Change in use of land comprising the community, or a portion thereof on which Resident's home is located, from mobile home lot rentals to some other use, upon not less than six (6) months' notice of the projected change of use and the need for Resident to secure other accommodations.

5. The failure of the purchase of Resident's home to be qualified as and to obtain Park Owner's written approval to become a new Resident.

FF. SECURITY: Community Owner and/or Management does not promise, warrant, or guarantee the safety or security of any Residents or Guests or their personal property against the criminal or negligent actions of other home occupants, guests, invitees, contractors or third parties. Crime can and does occur in any Community. Each Resident or guest has the responsibility to protect themselves and to maintain appropriate insurance to protect his/her belongings including items within or on the 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.

GG. LIABILITY: The Home located on the Homesite shall be at the risk of the Homeowner. The Community Owner, its agents, contractors and employees, shall not be liable for any personal injury to the Homeowner(s) or to any other Resident, occupant, guest or invitee, nor for any damage to or for any other personal property located in the Home or on the Lot, irrespective of how such injury or damage may be caused, whether from the acts or omissions of other Residents in the Community, their guests, invitees or occupants or adjacent properties, whatever their identities.

Community Owner and Community Manager shall not be responsible for loss or damage caused by accident, fire, theft, or act of God to any Home or personal property left by Residents or their guests in the Community. Nor will Management be responsible for supplies or equipment sent to the recreation hall for private use by any Resident.

Community Owner and Community Manager shall not be liable for any personal accident or injury to life or property through Resident use of the Recreational Facilities. Residents and guest avail themselves of the Recreational Facilities at their own risk.

Residents are responsible for damages caused by their family, Guests or invitees.

HH. MISCELLANEOUS: Written leases are offered to all Residents prior to occupancy. Any Resident choosing not to execute a lease is subject to the same terms and conditions as Residents who have executed leases; and all of the terms and conditions of the lease are specifically incorporated herein by reference as rules and regulations governing such tenancy. The rights of Management set forth in these rules and regulations are cumulative and failure of Management to exercise any rights shall not operate to forfeit any other rights of Management. No waiver by Management of any violation of any rules or regulations shall constitute a waiver of any future violations of that rule or regulation. The invalidation of any one or more of these Rules and Regulations, or any part thereof, by judgment, court order, or decree, shall in no way affect the validity of any of the other Rules and Regulations, which shall continue to remain in full force and effect. These Rules and Regulations may be amended from time to time. All Residents will receive written notice of amendment ninety (90) days prior to the effective date of the amendment. Please remember, these rules and regulations are for the benefit of all Residents and assure continual maintenance of high standards. Any violation of these rules and regulations by a Resident will be considered a breach of the terms of tenancy. We thank you for your cooperation.

II. INSURANCE: Each Homeowner is required to obtain comprehensive liability insurance to insure themselves, their homes, the community and the community owner against loss or damage rising from or related to the Homeowner's placement or occupancy of a Home in the community.

The community and Park Owner do not carry any insurance that would in any way cover the Resident's home or personal property and the community and the Park owner hereby disclaim any responsibility for such property.

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

ACCEPTANCE OF RULES AND REGULATIONS BY RESIDENT(S)

I (We) the below signed Homeowners or Resident(s) of HEATHERWOOD VILLAGE acknowledge that I (We) have read and fully understand the foregoing rules and regulations for HEATHERWOOD VILLAGE and that depositing the rent and taking possession of the Lot

assigned by Management constitutes my (our) acceptance of these rules and regulations. I (We) hereby agree to comply with and live by all of the said rules and regulations.

WITNESS

RESIDENT

WITNESS

RESIDENT

DATE: _____

Exhibit "A" to Heatherwood Village Rules and Regulations

Notice of Community Owner's Right of First Refusal

The Community Owner ("Owner") has a Right of First Refusal to purchase and all mobile homes in the Community (each a "Home") which has been granted by Heatherwood Village Homeowner's Association Lakeland, Inc. ("Association"), and Association's Negotiating Committee appointed pursuant to Section 723.037(4)(a), Florida Statutes ("Negotiating Committee"). This right of first refusal is a continuing right and applies to all homeowners in the Community (each a "Homeowner" and collectively "Homeowners").

Owner's Right of First Refusal to Purchase Homes. The Community Owner has the right of First Refusal to purchase any and all mobile homes in the Community under the following terms and conditions:

A. If a Homeowner receives a bona fide offer (written or verbal) to purchase his or her Home from a third party (the "Offer"), Homeowner shall provide written notice of the Offer to the Community Manager, at the Community Management office, 1925 Harden Blvd., Lakeland, Florida 33803, of the Offer, stating the price, terms and conditions of the Offer, which notice shall include a copy of the Offer from the third party.

B. Owner shall have the right to purchase the Home, provided Owner meets the price, terms and conditions of the Offer by signing a contract with Homeowner matching the Offer within three (3) business days after delivery of Homeowner's notice of the Offer to Owner.

C. If Owner fails to sign a contract matching the price, terms and conditions of the Offer, then Homeowner has no further obligation under this right of first refusal unless Homeowner later elects to offer the Home for sale at a price lower than the price specified in the Offer.

D. In the event Homeowner later obtains a bona fide offer to purchase the Home from a third party at a price lower than the price specified in the Offer or Homeowner intends to transfer the home to a third party that is not an "Exempt Transfer" (defined below), the Homeowner must notify Owner of the lower price or terms of transfer (the "Lower Offer") and Owner will have an additional three (3) business days after delivery of notice of the Lower Offer to meet the Lower Offer by executing a contract matching the price, terms and conditions of the Lower Offer.

E. Any notice of the terms of an Offer or Lower Offer (including the offered sales contract) shall be in writing and delivered or sent by U.S. Mail to the Community Manager's office, 1925 Harden Blvd., Lakeland, Florida 33803, and the notice will be

deemed to have been given on the date of any hand delivery or three (3) calendar days after the notice is deposited in the United States mail.

F. This Right of First Refusal shall not apply to the following: (i) sale or transfer of the Home to a person who would be included in the State of Florida table of descent and distribution if the Homeowner were to die intestate, and (ii) any assignment of an interest in the Home to a bank or other institutional lender incidental to the financing of the Home (each an "Exempt Transfer") but subject to Owner's rights under Section 723.084 – Section 723.086, Florida Statutes.

G. This Right of First Refusal is a continuing right and is for the benefit of and is binding on Association, Negotiating Committee, Homeowners, Community Owner and their respective heirs, personal representatives, attorneys-in-fact, successors, successors-in-interest and assigns.

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