

Charlie Crist, Governor  
Holly Benson, Secretary

Department of **Business  
Professional Regulation**

Division of Land Sales, Condominiums and Mobile Homes  
Bureau of Standards and Registration  
1940 North Monroe Street  
Tallahassee, Florida 32399-1033

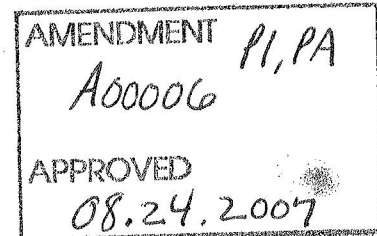
AMD - P1, PA

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VIA US MAIL ONLY

August 24, 2007

RICHARD P. LEE  
LUTZ BOBO TELFAIR EASTMAN & LEE  
2155 DELTA BLVD STE 210B  
TALLAHASSEE FL 32303



RE: LAMPLIGHTER VILLAGE  
CAL-AM PROPERTIES INC  
PR8321 / PRMZ000569 - P1, PA  
A00006 - Substantial changes to the rules and regulations

Dear Mr. Lee:

We have completed our examination of the amendment that was received in this office on April 16, 2007, and the revisions, the last of which were received on August 6, 2007. The amendment, enclosed as Exhibit A, is adequate to meet the requirements of Chapter 723, FS.

*Only those changes which are indicated by strike-through and underlining or highlighting have been reviewed and found adequate to meet the requirements of Chapter 723, FS.*

Pursuant to rule 61B-30.002(10), Florida Administrative Code, amendments shall not be delivered to existing homeowners prior to approval by the division, except that proposed rule changes shall be delivered to homeowners as required by section 723.037, FS, and shall be filed with the division no later than 10 days after provided to existing homeowners no later than 30 days after approval by the division.

**THIS APPROVAL ONLY VERIFIES YOUR COMPLIANCE WITH THE FILING AND DISCLOSURE REQUIREMENTS OF CHAPTER 723, FS, AND DOES NOT CONSTITUTE THE DIVISION'S ENDORSEMENT OF THE OFFERING, DEVELOPMENT, OR ANY REPRESENTATIONS MADE ABOUT THE SUBJECT OF THIS FILING. THIS APPROVAL DOES NOT RELIEVE THE PARK OWNER OF ANY DUTY OR RESPONSIBILITY UNDER THE FLORIDA STATUTES, THE RULES PROMULGATED BY THE DIVISION THEREUNDER, OR ANY OTHER APPLICABLE LAWS.**

Sincerely,  
BUREAU OF STANDARDS AND REGISTRATION

*Harold Beauchamp*

Harold Beauchamp  
Real Estate Development Specialist  
Direct: 850-414-7331  
Bureau: 850-487-3932  
[Harold.Beauchamp@dbpr.state.fl.us](mailto:Harold.Beauchamp@dbpr.state.fl.us)

Enclosure

## Exhibit A

(Pertinent to PR8321 / PRMZ000569 - P1, PA)  
Lamplighter Village  
August 24, 2007

Amendment to prospectus: See attached.

# EXHIBIT A

I. Admittance

- ~~1. Management reserves the right to refuse admittance.~~
- ~~2. Persons applying for admittance must be adults (18 yrs. or over)~~

1. Any person applying for admittance as a tenant of the Community must fill out an application for residency and be interviewed by Community Management. All prospective tenants must be approved by Community Management and must sign a lease agreement prior to taking possession of a manufactured home currently in the Community or moving a manufactured home into the Community. Management has the right to reject a prospective tenant for any reason not prohibited by law. Management will not approve a prospective tenant who provides false or misleading statements, whether orally or in writing, within the rental application or in any statement or document offered in support of a request for residency approval. No one other than those executing the lease agreement shall be allowed to own or to reside upon the lot set forth in the lease agreement without prior written consent from the Community Manager. The purchase of a tenant's home by those who have not executed the lease agreement or obtained written consent from Community Management shall not constitute permission or right for the purchaser(s) to reside within the Community.
2. This Community is intended, operated and maintained for the occupancy, use and benefit of persons 55 years of age or older. As such, this Community adheres to and enforces the requirements of the "Housing for Older Persons Act" of 1995. Consequently, at least 80% of the occupied homes must be occupied by at least one person who is 55 years of age or older as of the date of occupancy and any other occupant must be 40 years of age or older (except spouses and permanent full-time care givers whose presence is required by a licensed physician). In the event the oldest occupant of a manufactured home dies or vacates the manufactured home, the remaining occupant(s) may continue as a tenant(s) of the Community and an occupant of the manufactured home as long as at least 80 percent of the occupied homes in the Community, including that occupied by the remaining tenant(s), are occupied by at least one person 55 years of age or older. Notwithstanding this express policy and intent to the contrary, Community Management reserves the right in its sole discretion to accept a tenant who is less than 55 years of age but older than 40, as long as at least 80% of the occupied homes in the Community, including that of the new tenant, are occupied by at least one person 55 years of age or older.
3. At the time of application for initial occupancy and/or upon request of Community Management, a prospective tenant 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 tenant's birth date; or a certification in a lease, rental agreement, application, affidavit or other document signed by any member of the prospective tenant's household age eighteen or older asserting that at least one person in the home is 55 years of age or older.

4. Only persons who have applied for residency in the Community and who have been approved as such by Community Management are permitted to own a home or reside in the Community. As a condition to approval for residency in the Community, all tenants are required to show proof of ownership of their manufactured home; such proof may be made by title or registration to the home. Each occupant of the home must be approved for residency by the Community Manager. Prior to beginning occupancy in the manufactured home, each Tenant must sign a copy of the Rental Agreement. Written approval of the Community Manager is required as to any change in the name or number of persons in the manufactured home.

5. Procedures for Review of Request for Occupancy.

a. Prospective tenants of the Community must be approved by Community Management 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 manufactured 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 Tenant (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, are deemed material and fraudulent and made to induce the Community Owner to admit the prospective Tenant (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 tenant 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 landlord. Prospective tenants 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 tenant or by credit bureau report.
  - (2) Reports from previous landlords and current landlord.
  - (3) Report of employer as to veracity, trustworthiness and character.
  - (4) Tenant 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 felony 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 Tenants of the Community or interfered with the peaceful enjoyment of the Community by its Tenants..
  - (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.
  - (9) Home to be located in Community over 5 years old. May be waived by Community Management upon inspection and approval.

- (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 tenants.
- (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 and the information regarding any lien holder.
- (16) Age of prospective tenant(s)

II. Care and Appearance of Home Site

12. Landscaping

- b. Such trees, plants and shrubs shall be maintained in an attractive manner by the tenant. Each Tenant is responsible for keeping his respective trees, plants, and flower boxes trimmed and attractively maintained. Homesites are to be kept free of dead limbs and weeds and shall not be permitted to become overgrown. All trees, shrubs and plants on the lot are the property of the Community and are not to be moved by the Home Owner or by other Tenants. Nonetheless, plants and shrubs planted by Home Owner may be removed when vacating the lot with Management's approval. Sod must be replaced by Home Owner where planting is removed. Existing trees or shrubs must not be damaged or removed by Home Owner without prior written permission of the Community Manager. Home Owner is responsible for trimming and maintenance of all trees and shrubs located on the mobile home lot. For purposes of this rule, any tree the trunk of which is entirely within the boundary of Home Owner's lot is considered to be "on the mobile home lot." Any tree the trunk of which is on a boundary line of Home Owner's lot is the shared responsibility of the adjacent Home Owner (if the trunk is located on a shared boundary line between two mobile home lots) or of the Community Owner (if the trunk is on a boundary line separating Home Owner's lot from a common area of the Community or from an unoccupied lot). Trees and shrubs must be kept well groomed at all times.



III. Care and Appearance of Mobile Home

1. Mobile homes must be kept clean and in good repair. As the appearance of the manufactured 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 manufactured home shall be modified so as to be brought to the state of cleanliness and repair of a well-maintained home. While homes may not be required to be brought to an overall "as new" condition, repairs and maintenance may be required to repair or replace damaged, dilapidated or discolored components of the home visible from the street or from an adjacent home including resurfacing, re-siding, re-roofing, lap-siding or similar modifications.

IV. Recreation Areas and Facilities

7. Recreation Hall may be reserved for private parties. Applications must be in writing stating nature of the party, number of guests and date desired. There will be a charge of ~~\$50.00~~ per occasion. It shall be the applicant's responsibility to leave hall in clean and orderly condition.

V. General Conduct

1. Tenant's shall keep their radios, record players, televisions, voices and other sounds at a moderate level particularly during the period from 10:00 PM to 9:00 AM. Noise or conduct which Community Management finds objectionable, which disturbs the peaceful enjoyment of the Community by neighbors, or which constitutes a nuisance to other tenants or which constitutes a breach of the peace, is prohibited. Loud noises, annoying parties, or abusive or profane language shall not be permitted at any time in the Community. Yelling, screaming, other noise-making, or the use of profanity outside the manufactured home or inside the manufactured home if audible outside the home, are not permitted in the Community. All Tenants 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 Tenants. Noise which can be heard outside of your lot will be considered too loud. Complaints filed with Community Management by other tenants concerning noise or disturbances caused by another tenant or such tenant's guests shall be considered as evidence of a violation of these Rules and regulations.

VI. Guests

4. Tenants may have registered overnight guests for fifteen (15) consecutive days or a total period of thirty (30) days per calendar year at no charge. Guests will be charged ~~\$1.00~~ per day per person for each day over thirty.



5. It is the objective of Lamplighter Village to maintain the residency and atmosphere of an adult community for older persons. ~~Underage guests are welcome in reasonable moderation with adult supervision.~~
6. If Community Management, in its sole discretion, determines that a guest has violated a requirement or provision set forth in this Guideline, and in response to such violation Community Management so requests, a guest must vacate the Community within 24 hours of delivery to the Home Owner or to the guest of a written demand to vacate.

VII. Pets

1. Pending the approval of management only one pet per site is allowed: Pets are permitted only with prior written permission of the Community Management and payment of the applicable Pet Permit Fee (as defined in the Prospectus). Tenants are required to formally apply for permission to bring a pet into the community before the pet is allowed to be brought into the Community.
2. A maximum of one INSIDE pet of small size, weighing under 25 pounds at maturity, and a true household pet, is permitted in the Community. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, bulldog breeds (including pitbulls), wolf breeds and chows] 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. Thus, Tenants of the Community as of the effective date of these Rules and regulations having outside pets and/or two or more inside pets will be allowed to keep them; nonetheless, pets which would otherwise be in violation of these Rules and regulations but which are in the Community as of the effective date thereof may not be replaced by another non-conforming pet or replaced at all if the Tenant has another pet.
3. Completion of the written application form by the Tenant shall be required before approval of any pet will be considered. All information required on the application shall be provided with complete detail as requested. Such items requested shall include but not be limited to the name of the pet, the breed, the adult size of the pet (height and weight), the pet license tag number, the veterinarian for such pet, the length of time that said pet has been with the Tenant and any history of the pet as it pertains to barking, attacking, growling or biting. The application shall be signed and dated by the Tenant. Any false or incomplete information on the application, including that of the mix

or breed of the pet, will be deemed absolute grounds for rejection of the pet, and shall constitute a violation of the Rules and regulations if the pet is not immediately removed.

4. When a written application is submitted, the tenant shall bring to Community Management proof that the pet has a valid and current pet license (if a license is required by law), and that the pet has received all required vaccinations and inoculations. Tenant shall annually be required to provide to Community Management proof of a current pet license and of vaccinations and/or inoculations as are required. This documentation shall be copied and presented to the Community within fifteen (15) days of the renewal date of any pet license and/or vaccination and inoculation requirement.
5. All cats and dogs must be neutered prior to being approved for entry into the Community. A copy of a veterinarian's statement to that effect shall be filed by Tenant with the written application for approval of the pet. If the pet is too young to have been neutered, a veterinarian's statement must be tendered to Community Management showing the age and date when neutering is first possible, and, thereafter Tenant must show proof that the pet was neutered within thirty (30) days of that date as established by the veterinarian.

Renumber remaining subsections.

#### VIII. Vehicles - Traffic

8. Motorcycles and mopeds operated by a Tenant will be permitted only as transportation on Community streets via the shortest route in and out of the Community. No joyriding will be permitted within the Community by Tenant or guests. No motorcycle shall be "revved up" or driven recklessly in the Community at any time. Motorcycles must be properly muffled so as to emit minimal noise while in operation.

#### IX. Soliciting, Subletting and Resales

1. No subletting is allowed. No portion of the lot or manufactured home may be subleased, rented or leased by Tenant. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing, renting or leasing by Tenant 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, rented or leased without written authorization of Community Owner, no such subleasing, renting or leasing or occupancy or collection of rents shall be deemed a waiver of this provision, or of the acceptance of the subtenant, renter or lessor 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.

XI. Utilities

1. ~~City water is provided by the park and included in the rent. Water is billed in accordance with the settlement agreement attached to the Community prospectuses as Exhibit F.~~

~~SWIMMING POOL RULES~~

10. ~~Pool Hours-- generally open for use from sunrise to sunset 9:00 a.m. to 9:00 p.m. seven days a week. Hours may vary based on maintenance requirements, seasonal variations, artificial lighting, etc.~~

RECEIVED AUG 06 2007

APPROVED AUG 24 2007



5. No commercial or professional activities are allowed in the park. No business or commercial enterprises shall be permitted to operate from or within the Community, and no advertising signs may be erected on the Tenant's lot or manufactured home. Babysitting or childcare for compensation is a commercial enterprise and is prohibited within the Community. Babysitting or childcare which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community is allowed; however, if complaints about such babysitting activities are received by Community Management, Management reserves the right, in its sole and exclusive discretion, to prohibit future babysitting by the offending Tenant(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 Tenants; (5) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Tenants; or (6) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, renting or other business use.
6. Management reserves the right to control all peddling, soliciting, selling, and delivering in the park, with the exception of the tenants rights to canvass pursuant to §723.054, Florida Statutes. Soliciting or peddling is not permitted in this Community other than Tenant solicitation authorized by Chapter 723, Florida Statutes. Vendors, peddlers and agents (including representatives of nonprofit organizations and any other organizations not authorized by Chapter 723, Florida Statutes) are prohibited from commercial solicitation of any nature in the Community. Vendors, peddlers and agents, after showing proof of insurance to Community Management, may from time to time, and only upon prior written permission of Community Management, be permitted to conduct business from prearranged facilities in the Community at times and on dates specified by Community Management, but at no time will door-to-door solicitation be permitted.

XI. Utilities

1. City water is provided by the park and included in the rent. Water use is individually metered and billed directly to Community tenants by the City of Melbourne Utilities Division.
2. Outside antennas of any kind are not permitted without the express approval of management: ANTENNAS.
  - a. In order to maintain an attractive community, Tenants are strongly encouraged to rely on indoor broadcast antennas and cable

broadcast or master centralized broadcast antennas, which may be provided by management, as opposed to installing outdoor reception devices. If an outdoor reception device (satellite dish, antenna, or any other device) is reasonably necessary to receive an acceptable signal of reasonable quality, it must not exceed one meter (39") in diameter and must be installed in a manner that complies with all applicable codes, city and state laws and regulations and manufacturer instructions. Outdoor reception devices must be installed on Tenant's home or on the ground of Tenant's homesite in a location which is not visible from the street, or if such placement sufficiently impairs the quality of reception, it must be installed on the home or homesite in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible.

b. No reception device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on or encroach upon any common area or restricted access to property located within the community. Due to safety concerns posed by winds and the risk of falling reception devices and masts, outdoor reception devices and masts may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than 12 feet above a roofline. Additionally, outdoor reception devices shall not be installed nearer to a lot line than the combined height of the mast and reception device. Outdoor reception devices must be painted an appropriate color to match the surrounding environment. Tenant is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses or other damages to any person or property caused by the installation, maintenance, or use of the reception device.

c. Prior written permission from Community Management must be obtained before installation of any kind of antenna (over-the-air antenna, DBS satellite dish or multichannel multipoint antenna) to ensure that the device is located in conformance with the aesthetic standards of the community. No radio, CB or shortwave antennae is permitted at the manufactured home lot or on the manufactured home. "Rabbit ears" are permitted inside the manufactured home as well as is any other inside receiving device. Satellite dishes are prohibited except those designed for direct broadcast satellite (DBS) services and which are one meter (39 inches) or less.

### XIII. Rents and Fees

1. All rental spaces are based upon one or two ~~adult~~ older persons occupants per site. There is an additional charge for each and every person over two



permanently occupying a mobile home. A maximum of only four persons per site is permitted on a permanent basis.

2. Rent is due on the first of each month and is considered late after the fifth of the month. The late charge of \$1.00 per day retroactive to the first of the month. Lot rental amount ("rent"), including pass on and/or pass through charges and assessments, is to be paid in full. Timely payment in full is required; partial payments will not be accepted. If Tenant chooses to pay their rent with a personal check, a charge will be assessed against any check that is not honored for any reason. Payment will only be accepted with your personal check, money order, cashier's, certified check or bank electronic funds transfer. However, in the event a check is returned not paid for any reason or proceedings are instituted to enforce Management's rights, only certified funds, a money order or bank electronic funds transfer will be accepted for payment. Lot rental amounts are payable only in UNITED STATES FUNDS. The tenant's Lot Number must appear on the check, money order, or bank draft. For safety purposes, cash is not accepted for any reason.
5. ~~Tenants should notify the management when leaving the park for more than three days and advise when they expect to return.~~ When leaving the Community for a period in excess of three days, Tenant shall notify Management in advance of the date of departure and leave with Community Management complete information regarding insurance, key, lawn care and address where they can be reached during their absence from the Community, and the approximate date of return. Before departure from the Community, Tenant must turn off water, advise management if electricity is to remain connected, and notify the U.S. Post Office of the change of address. Management must be notified upon Tenant's return to Community. All notices from management will be sent to Tenant's address in Lamplighter Village.

#### XV. Miscellaneous

3. ~~The rules and regulations may be changed or amended with thirty days notice.~~ Management shall give written notice to each tenant at least ninety (90) days prior to any change in rules and regulations. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety and welfare may be enforced prior to the expiration of a 90-day period. Management shall comply with Sections 723.037 and 723.038, Florida Statutes.

#### XVI. Acceptance

2. ~~Any violation may terminate a spaceholder's occupancy with thirty (30) days written notice.~~



4. ~~The spaceholder may terminate his occupancy upon like notice to the management and upon the same conditions.~~

Renumber remaining sections.

- XVII. Insurance. Tenants are required to obtain and to maintain liability insurance; homeowners' insurance; and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the manufactured home within this Community, or from occupancy of such home while it is in the Community. Additionally, tenants shall insure that the Community owner is an additional named insured on their policy for cleanup costs or other damages suffered by the Community Owner arising from the tenant's occupancy in the Community. The Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a tenant's lot or within a tenant's home, or for reimbursement to the tenant for the loss of the home or personal property. Violation of this rule shall not be grounds for eviction under Chapter 723, Florida Statutes, of any tenant in the Community as of the effective date of this rule. However, a tenant who purchases an existing home in the Community or otherwise establishes a new tenancy after the effective date of this rule shall be subject to eviction under Chapter 723, Florida Statutes, for failure to comply with this rule in its entirety.
- XVIII. WAIVER. No waiver of any default by Tenant shall be implied from any omission by Community Owner to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Lot Rental Agreement by Community Owner shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of Community Owner to any act by Tenant requiring Community Owner's consent shall not be deemed to waive or render unnecessary Community Owner's consent to any subsequent similar act by Tenant. The rights and remedies of Community Owner contained herein are cumulative and shall be in addition to those prescribed by law.
- XIX. 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 tenant or tenants, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other tenants 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 tenants, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

Tenants are responsible for keeping themselves informed of any noticed changes in these Rules and Regulations.

### SWIMMING POOL RULES

1. NO LIFEGUARD ON DUTY. Swim at your own risk.
2. Children under 12 must be accompanied by a tenant.
3. No running or horseplay on the pool deck and no horseplay in the pool.
4. Non-toilet trained children not allowed in pool.
5. Shower prior to entering the pool. Facilities are provided.
6. No sitting on pool safety rope.
7. No pets or toys in pool or on pool deck.
8. NO DIVING.
9. No food or drink in the pool or on the pool deck.
10. ~~Pool Hours generally open for use from sunrise to sunset seven days a week. Hours may vary based on maintenance requirements, seasonal variations, artificial lighting, etc.~~
11. Emergency Medical Services dial 911. Nearest phone is located in clubhouse.
12. Bathing Load                      persons at one time



~~XI. Utilities~~

1. ~~City water is provided by the park and included in the rent. Water is billed in accordance with the settlement agreement attached to the Community prospectuses as Exhibit F.~~

**SWIMMING POOL RULES**

10. Pool Hours-- generally open for use from sunrise to sunset 9:00 a.m. to 9:00 p.m. seven days a week. Hours may vary based on maintenance requirements, seasonal variations, artificial lighting, etc.

RECEIVED AUG 06 2007

APPROVED AUG 24 2007

## ACTIVITY/PHONE LOG

LAMPLIGHTER VILLAGE  
A00006  
PRMZ 000569 / PR8321

RECEIVED DATE: 4/16/07

APPROVAL DATE: \_\_\_\_\_

EXAMINER INITIALS: HB

[BLOCK 2 - MARK WITH A CHECK MARK TO INDICATE THAT DATE HAS BEEN LOGGED INTO LE]

1ST NOD: 6/19/07 Response 7/2/07 Lutz Bobo Telfair Eastman & Lee  
 FILER: Richard P. Lee

2ND NOD: 7/17/07/Response 8/7/07 PH: 521-0890

3RD NOD: \_\_\_\_\_ /Response\_\_\_\_\_ FAX: 521-0891

**E-MAIL:** [rplee@flhousingelaw.com](mailto:rplee@flhousingelaw.com)

[BLOCK 3 - CONTACT/CORRESPONDENCE DATES MUST BE SHOWN HERE - MAY BE NEEDED AT LATER DATE (telephone/email contact, reminder letters, memos to compliance, extensions, etc.)

DATE: COMMENTS:

[illegible]

**Beauchamp, Harold**

---

**From:** Richard Lee [RPLee@floridahousinglaw.com]  
**Sent:** Monday, August 06, 2007 11:34 AM  
**To:** Beauchamp, Harold  
**Subject:** Lamplighter Village  
**Attachments:** dft rule amd2.pdf

Attached in response to your deficiency letter of July 27, 2007, are proposed changes to the recently submitted revised rules for Lamplighter Village (PRMZ000569-P1 & PA).

**RECEIVED** AUG 06 2007

8/6/2007



XI. Utilities

1. ~~City water is provided by the park and included in the rent.~~ Water is billed in accordance with the settlement agreement attached to the Community prospectuses as Exhibit F.

**SWIMMING POOL RULES**

10. Pool Hours-- generally open for use from ~~sunrise to sunset~~ 9:00 a.m. to 9:00 p.m., seven days a week. Hours may vary based on maintenance requirements, seasonal variations, artificial lighting, etc.

**RECEIVED** AUG 06 2007

Division of Land Sales, Condominiums and Mobile Homes  
Bureau of Standards and Registration  
1940 North Monroe Street  
Tallahassee, Florida 32399-1033

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[www.MyFloridaLicense.com](http://www.MyFloridaLicense.com)

VIA US MAIL ONLY

**SECOND NOTICE OF DEFICIENCY OF CONTENT**

July 27, 2007

RICHARD P. LEE  
LUTZ BOBO TELFAIR EASTMAN & LEE  
2155 DELTA BLVD STE 210B  
TALLAHASSEE FL 32303

RE: LAMPLIGHTER VILLAGE  
CAL-AM PROPERTIES INC  
PR8321 / PRMZ000569 – P1, PA  
A00006 – Substantial changes to the rules and regulations

Dear Mr. Lee:

The division has reviewed the referenced proposed amendment, which was received in this office on April 16, 2007, and the revisions received on July 2, 2007. The following deficiencies remain:

1. As noted in item 4 of our letter of June 19, 2007, Rule XI 1 pertains to water use being individually metered and billed directly to community tenants by the City of Melbourne. Section VII. 1 of the prospectus states, "Water is provided in accordance with the settlement agreement attached as Exhibit F...." This rule appears to be in conflict with the Agreement. Please revise.
2. Number 10 of the Swimming Pool Rules pertains to the pool being generally open from sunrise to sunset seven days a week. The prospectus states that the recreational facilities are generally open from 9:00 a.m. to 9:00 p.m., seven days a week. Please revise number 10 for consistency with the prospectus, pursuant to section 723.012(5)(e), Florida Statutes.

THIS AMENDMENT FILING MUST BE CORRECTED PURSUANT TO THE CITED DEFICIENCIES. PURSUANT TO RULE 61B-30.002(11), FLORIDA ADMINISTRATIVE CODE, CORRECTIONS REGARDING THE NOTED DEFICIENCIES MUST BE RECEIVED BY THE DIVISION WITHIN 45 DAYS OF THE DATE OF THIS LETTER.

When the corrections are received, the division will examine them and notify you as to their adequacy to meet the requirements of Chapter 723, FS. If you choose to reply by fax the number for the Bureau of Standards and Registration is 850-921-5448. You may also contact me by e-mail.

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**If you fax or e-mail us, please limit the fax transmission to ten (10) pages and e-mail attachments to forty (40) pages, and restrict your submission to only those pages being modified.** For longer submissions please send via US mail or courier service. Your cooperation with these requests will greatly assist us in our efforts to better serve you and our other customers.

Sincerely,  
BUREAU OF STANDARDS AND REGISTRATION

A handwritten signature in cursive script that reads "Harold Beauchamp".

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**Beauchamp, Harold**

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**From:** Richard Lee [RPLee@floridahousinglaw.com]  
**Sent:** Saturday, June 30, 2007 6:14 PM  
**To:** Beauchamp, Harold  
**Subject:** Lamplighter Village  
**Attachments:** draft rule revisions.pdf

Attached is a copy of the revised rules and regulations for Lamplighter Village with the amendments properly indicated. (The previously submitted version had problems resulting from the conversion from Word Perfect to Word).

I. Admittance

- ~~1. Management reserves the right to refuse admittance.~~
- ~~2. Persons applying for admittance must be adults (18 yrs. or over)~~

1. Any person applying for admittance as a tenant of the Community must fill out an application for residency and be interviewed by Community Management. All prospective tenants must be approved by Community Management and must sign a lease agreement prior to taking possession of a manufactured home currently in the Community or moving a manufactured home into the Community. Management has the right to reject a prospective tenant for any reason not prohibited by law. Management will not approve a prospective tenant who provides false or misleading statements, whether orally or in writing, within the rental application or in any statement or document offered in support of a request for residency approval. No one other than those executing the lease agreement shall be allowed to own or to reside upon the lot set forth in the lease agreement without prior written consent from the Community Manager. The purchase of a tenant's home by those who have not executed the lease agreement or obtained written consent from Community Management shall not constitute permission or right for the purchaser(s) to reside within the Community.
2. This Community is intended, operated and maintained for the occupancy, use and benefit of persons 55 years of age or older. As such, this Community adheres to and enforces the requirements of the "Housing for Older Persons Act" of 1995. Consequently, at least 80% of the occupied homes must be occupied by at least one person who is 55 years of age or older as of the date of occupancy and any other occupant must be 40 years of age or older (except spouses and permanent full-time care givers whose presence is required by a licensed physician). In the event the oldest occupant of a manufactured home dies or vacates the manufactured home, the remaining occupant(s) may continue as a tenant(s) of the Community and an occupant of the manufactured home as long as at least 80 percent of the occupied homes in the Community, including that occupied by the remaining tenant(s), are occupied by at least one person 55 years of age or older. Notwithstanding this express policy and intent to the contrary, Community Management reserves the right in its sole discretion to accept a tenant who is less than 55 years of age but older than 40, as long as at least 80% of the occupied homes in the Community, including that of the new tenant, are occupied by at least one person 55 years of age or older.
3. At the time of application for initial occupancy and/or upon request of Community Management, a prospective tenant 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 tenant's birth date; or a certification in a lease, rental agreement, application, affidavit or other document signed by any member of the prospective tenant's household age eighteen or older asserting that at least one person in the home is 55 years of age or older.

4. Only persons who have applied for residency in the Community and who have been approved as such by Community Management are permitted to own a home or reside in the Community. As a condition to approval for residency in the Community, all tenants are required to show proof of ownership of their manufactured home; such proof may be made by title or registration to the home. Each occupant of the home must be approved for residency by the Community Manager. Prior to beginning occupancy in the manufactured home, each Tenant must sign a copy of the Rental Agreement. Written approval of the Community Manager is required as to any change in the name or number of persons in the manufactured home.

5. Procedures for Review of Request for Occupancy.

a. Prospective tenants of the Community must be approved by Community Management 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 manufactured 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 Tenant (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, are deemed material and fraudulent and made to induce the Community Owner to admit the prospective Tenant (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 tenant 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 landlord. Prospective tenants 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.