

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. Pet Registration: Every Resident who owns a pet must register the pet with the Park Manager. Only one (1) generally accepted domestic pet which has been approved and registered by the Park Manager and that does not exceed 25 pounds or 25 inches from the shoulder in height at full growth is allowed per home. (These number and size restrictions shall not apply to pets owned by Residents residing in the Park prior to January 1, 1985). Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, pitbulls, wolf breeds and chows] are not permitted in the Community due to their size and/or aggressive natures. 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 mufflered 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.

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 an older person.
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 9:00 am to 10:00 pm. 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

MH AMENDMENT REVIEW

(PCT 12.3.04, 12/10/04 revised by AGS 01.06.05)

PRE-REVIEW

- ☒ Look through folder and ensure all labels are correct.
- ☒ Pull file from file room - complete an Out-Card and place on shelf.
- ☒ Stamp all pages of new document with date stamp - use the (earliest) receipt date of the amendment.
- ☒ Check filing history in LE. (Note: There may be discrepancies in data base: the hard copy files prevail.) Determine if the proposed amendment corresponds to the relevant prospectus(es). Also watch for pre-July 1, 1986 prospectus. The 2001 front cover amendment and 1988 front cover amendment may not be done to these generally (they will usually be P1s, but be aware there are post-July 1, 1986 P1s). See notes below. *
- ☒ Check annual fees
 - ☒ If delinquent, check with profiler for amounts and cite in NOD.
 - ☒ If current - OK
- ☒ Look up park owner in LE. Compare the park owner name submitted on the cover sheet with the data base.
 - ☐ If there are discrepancies, ask the filer to clarify. Note that there may be changes to the name or partnership entities of the park owner without an actual change in park owner having taken place. The filer must inform the division of these changes.
 - ☐ If there is a change of park owner, the filer must submit documentation, such as a warranty deed cite in NOD (The profiler may leave a note to confirm the change of park owner. When the documentation is obtained, approve the change park owner transaction in LE.)
- ☒ Check LE enforcement screen for recent or open compliance cases.
 - ☐ If none, or closed, OK
 - ☒ If open, contact investigator, briefly describe amendment, ask for any pertinent information. (Note: if emailing the investigator, do not give details other than you have an amendment. In addition, if an open case has a Notice to Show Cause (NTSC), let your supervisor know.)
- ☒ Determine if filing is in proper form.
 - ☒ Make sure there is a cover sheet [rule 61B-30.002(8), FAC]
 - ☒ Changes are submitted in strike-through and underline. (Exception: Rule amendments that are substantially different from the current rules and new forms of rental agreement do not need underlining. This will assist in identifying the changes made during corrections.)

☒ In addition, make sure that they are making changes to the currently approved version and for which prospectus. If there are only a few discrepancies, this can be a cite in the first deficiency letter.

☐ If the filing is not in proper form, send the form letter "Amendment Not Properly Filed" on the g-drive.

☒ Compare prospectus in LE vs prospectus filed for.

☐ If filer submits changes for one prospectus but indicates it is for all, compare the prospectuses to see if there are differences between the versions to be amended. If so, the filer may be informed in the first deficiency letter that they must submit an amendment for the other prospectus(es) or, depending on the situation, the "amendment not properly filed" form letter may be used.

CONTENT REVIEW:

☒ If the filing is in proper form, begin the content review.

☒ Browse amendment to determine if it is an allowable amendment under rule 61B-31.001(4), FAC.

☐ If allowable, OK

☐ If not, cite.

☒ Compare what is being submitted with what is already approved. Locate the most recently approved version of the prospectus(es), rental agreement and rules. For changes to rules, there may not be a complete set in the files of the currently approved rules, as only a few rules may have been added or changed over the years; you will have to work backwards to reconstruct (LE is helpful to uncover this). Check for recently approved amendments as well.

☐ If consistent, OK.

☐ If inconsistencies, cite.

☒ Review/Compare changes for compliance with statute.

☐ If changes are contrary to statute or rules, remove required disclosures, etc, cite. Use Standard Cites list for amendments - on G.

☒ If changes are in compliance - OK

☒ New fees in rules: Watch for new fees in rules that conflict with 723.035(2), FS. If you have a substantially revised rule set, it will be necessary to thoroughly compare each provision with the prospectus and old rules. In general, if a provision is already in an approved set of rules, it is not challenged even if it should not have been or would not be approved presently. (Example: an existing prohibition against window AC units. The division now considers this a violation of 723.044, FS.) Bring this up with supervisor if needed.

☒ Homeowner-required improvements: Watch for changes in rules to homeowner-required improvements. Maintenance issues may or may not be improvements or new financial obligations. These require careful review.

____/ Rental agreement: Watch for and be careful of changes to the rental agreement. Some are not allowable. If a reduction of service occurs due to a change in utility provision, the change may be made to the rental agreement if it is otherwise allowable in the prospectus. Generally, new fees can't be added to the rental agreement unless already disclosed in the prospectus. (Exception: new form of rental agreement (NFRA) that has disclaimer that existing home owner may accept as an option. NFRAs require amendment to prospectus also indicating that there are 2 forms of rental agreement, the one originally approved by the division and the new one that will be given to prospective residents (not ones who are assuming an existing tenancy by buying a home from a home owner in the park) and to others who agree to accept it.

____/ Prospective only: Some proposed amendments may be acceptable if they are prospective (i.e., applicable only to new residents bringing homes into the park). The general rule is that existing tenancies are protected by the disclosures as accepted in the prospectus as first distributed.

____/ If there are deficiencies due to any of the above, prepare NOD.

____ If none, then do approval - see below.

____ Enter NOD date in LE and tracking log.

____/ Be sure modifiers in LE are entered correctly.

AFTER REVIEW AND NOD:

____/ After deficiencies are corrected, or if no deficiencies, prepare approval letter. Enter data in LE and in your tracking log.

____/ If approved,

____ Enter descriptive comment in comment line in approval screen before approving the amendment. Begin with the prospectus affected, like these sample comments:

P1, PA - PARN, rule 32 - pets, rule 40 - parking

P1, P2, PA - New PO, PARN, substantial rule changes

____/ Be sure to stamp "Approved" on the approved pages of the document being sent as an exhibit attached to the approval letter.

____ Be sure to use description in the reference block of the letter to show what the amendment affected - as in comments above.

____/ Use e-signature and print copies of the NOD or approval letter for prospectus file and for mailing, if applicable. If the letters can be emailed or faxed, that is preferable. Save a copy in the Reading Files on G. Mail out the NOD (or fax or email, as indicated by filer) or approval letter.

____/ Code the documents appropriately and place in prospectus file.

____ Return all files to file room and remove Out-Card.

- **NOTES FOR 2001 AMENDMENTS:**

- The front-page amendment can only be approved for prospectuses approved July 1, 1986 or later. Check approval dates on LE for each prospectus being amended.
- If there is a P1 and a PA prospectus, you may assume the P1 was approved prior to July 1, 1986, and the PA was approved after.
- Check PA approval date. If it is November 1988 or later you may assume it includes the 1988 change. If it is between 7/1/86 and 11/1/88 check the amendment browse screen for "1988 revised 1st page" or the like.
- **2001 amendment approval letters, insert language**
- **USE when Front Page amendment was submitted for a prospectus approved prior to July 1, 1986:**
 - The proportionate share definition applies to all the prospectuses listed above; the revised first statement on the cover page applies only to the following prospectus(es): PA0823, P20823 & P30823.
- **USE when the only prospectus was approved prior to July 1, 1986. You would also remove "Revise first statement on front page" from the reference block.:**
- Your submission included a change to the first statement on the front page of the prospectus. That change may apply only to a prospectus that is still deliverable. The only prospectus on file for this mobile home park was approved prior to July 1, 1986, and is, therefore, no longer approved for delivery to prospective homeowners. Only the addition of the proportionate share definition is approved for this mobile home park. You may contact our Bureau of Customer Service at (850) 488-1122 to obtain information on filing a new prospectus for this mobile home park.
- **USE when the submission included a revised fourth statement on the front page which was not previously approved for the prospectus. You would also add "Revised fourth statement for the PA0690." to the reference block.**
- Division records reflect that the PA0690 prospectus was approved on December 4, 1986, and was never amended to meet the requirements of the 1988 statutory change. This approval letter also applies to the change to the fourth statement on the front page of the PA0690 prospectus.
- **DEFICIENCY LETTER, insert language**

- The fourth statement on the front page of the PA1621 prospectus must also be amended. Pursuant to section 723.012(1), Florida Statutes, as amended in 1988, the fourth statement must be:
- UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.
- Please supply a new front page of the prospectus with both the first and fourth statements updated.