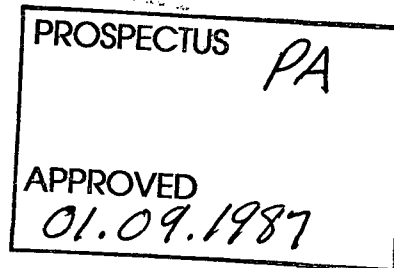




STATE OF FLORIDA
DEPARTMENT OF BUSINESS REGULATION

THE JOHNS BUILDING
725 SOUTH BRONOUGH STREET
TALLAHASSEE, FLORIDA 32399-1030



Bob Graham, Governor
E. James Kearney, Secretary

January 9, 1987

Richard E. Coates, Director
Division of Florida Land
Sales, Condominiums and
Mobile Homes

Mr. David D. Eastman
Post Office Box 669
Tallahassee, Florida 32302

RE: Lamplighter Village
0500775P86
1986 Amendments

Dear Mr. Eastman:

The Bureau of Mobile Homes has completed its review of the recent amendments filed for the above-referenced prospectus. It is our understanding, based on the information you provided, that these amendments were submitted in order to bring the previously approved prospectus into compliance with the Florida Mobile Home Act, as amended by Chapter 86-162, Laws of Florida. It has been determined that these amendments are adequate to meet the requirements of Chapter 723, Florida Statutes (as amended by Chapter 86-162, Laws of Florida).

As a reminder, if the previously approved prospectus was delivered to home owners entering into rental agreements on or after July 1, 1986, the Division will pursue appropriate administrative action if the corrected prospectus was not delivered to these home owners by October 1, 1986.

The approval of these amendments does not in any way affect the rights of individual home owners who wish to pursue private actions.

Yours very truly,

Selena M. Einwechter, Supervisor
Examination/Education Section

SME/FSM/dmh

cc: Lamplighter Village Associates

Faye S. Mayberry, Chief
Bureau of Mobile Homes

86/SE
0500775P

PROSPECTUS

FOR

LAMPLIGHTER VILLAGE

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN LEASING A MOBILE HOME LOT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.
4. IF THIS PROSPECTUS WAS RECEIVED PRIOR TO OCCUPANCY IN A MOBILE HOME PARK, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS, OR UNTIL OCCUPANCY IN THE PARK, WHICHEVER OCCURS FIRST.

DATE RECEIVED 1/6/86 @ 3:00

BY: Clara J. Jurek

BUREAU OF MOBILE HOMES

PROSPECTUS FOR
LAMPLIGHTER VILLAGE
INDEX OF CONTENTS AND EXHIBITS

I.	Park Name and Address.	1
II.	Notices and Demands.	1
III.	Description of the Park Property	1
IV.	Description of Recreational and Other Common Facilities	5
V.	Park Management.	7
VI.	Mobile Home Owners Improvements Required	7
VII.	Utilities and Services	8
VIII.	Increases in Rent and Other Charges.	10
IX.	User Fees	16
X.	Park Rules and Regulations	17
XI.	Park Zoning.	17
XII.	Exhibits	18
	Exhibit A - Rules and Regulations	
	Exhibit B - Layout of the Park	
	Exhibit C - Covenants and Restrictions	
	Exhibit D - Rental Agreement	
	Exhibit E - Ground Lease	
	Exhibit F - Settlement Agreement	
	Exhibit G - User Fee Agreement	

PROSPECTUS FOR
LAMPLIGHTER VILLAGE

I. NAME AND ADDRESS OF PARK

The name and address of the mobile home park (the "Park") is as follows:

Lamplighter Village
500 North John Rhodes Boulevard
Melbourne, FL 32935

II. RECEIPT OF NOTICES AND DEMANDS

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

Mrs. Adriane Lane, Manager
Lamplighter Village
500 North John Rhodes Boulevard
Melbourne, FL 32935

III. PARK PROPERTY DESCRIPTION

A. Lot Sizes

1. There are 442 lots in Lamplighter Village. The lots are classified as follows:

- a. Lakefront lots - 77
- b. Inside lots - 365

2. Size of Lots - the following lots are 50' x 80':

12-18, 23-30, 34-43, 48-58, 62-74, 81-101, 113-122,
125-127, 130-132, 135-137, 141-143, 146-148,
152-154, 157-159, 163-165, 168-170, 174-176,
179-181, 185-188, 192-194, 197-199, 203-205,
208-210, 214-216, 219-221, 225-227, 230-232,
236-238, 242, 245-248, 251-255, 258-263, 268-272,
275-279, 287, 288, 292, 293, 296, 297, 301, 302,
305, 306, 310, 311, 314, 315, 319, 320, 323, 324,
328, 329, 332, 333, 335-357, 359-363, 365-367,
377-386, 398-391, 395-397, 400-402, 406-408,
411-413, 417-419, 422-424, 428-430, 433-435,
439-441.

The following lots are 70' x 80':

123, 124, 133, 134, 144, 145, 155, 156, 166, 167,
177, 178, 195, 196, 206, 207, 217, 218, 228, 229,
239, 243, 244, 256, 257, 265-267, 273, 274, 286,
294, 295, 303, 304, 312, 313, 321, 322, 330, 331,
358, 364, 387, 388, 398, 399, 409, 410, 420, 421,
431, 432, 442.

The following lots are 50' x 90':

291, 298, 300, 307, 309, 316, 318, 325, 372, 373,
374, 375, 376, 392, 394, 403, 405, 414, 416, 425,
427, 436, 438.

The following lots are 60' x 90':

128, 139, 150, 161, 172, 183, 190, 201, 212, 223,
234.

The following lots are 60' x 100':

10, 32, 60, 111, 235, 290, 299, 308, 317, 326, 368,
393, 404, 415, 426, 437.

The following lots are 50' x 100':

11, 31, 33, 59, 61, 129, 138, 140, 149, 151, 160,
162, 171, 173, 182, 184, 189, 191, 200, 202, 211,
213, 222, 224, 233, 369, 370, 371.

The following lots are 50' x 110':

2-8, 102-110, 112.

The following lots are irregular in shape as follows:

1	71.83 x 60 x 81.19 x 68.25
19	60.13 x 80 x 63 x 80
20	123.05 x 81.58 x 80
21	84.61 x 43 x 78 x 45 x 65.80
22	84.61 x 64 x 80 x 52.06
44	65 x 80.62 x 75 x 80
45	120.91 x 55.01 x 43.04 x 80.62
46	175.52 x 79.25 x 55.01
47	70.69 x 80 x 58.04 x 79.25
75	55 x 80 x 75 x 80
76	80 x 38.68 x 32 x 60 x 77.16
77	55.65 x 80 x 62.49 x 79.8
78	70 x 80 x 53.45 x 80
79	70 x 80 x 53.45 x 80
80	70 x 80.12 x 53.44 x 80
240	40 x 38.34 x 4 x 104 x 24.03 x 100 x 50
241	51 x 82.82 x 50 x 80

249	79.35 x 80 x 24.03 x 112.67 x 24.49
250	115.2 x 121.05 x 80
264	196 x 80 x 71.05
280	50 x 80 x 50 x 80.04
281	50 x 80.04 x 63.99 x 87.55
282	50 x 87.55 x 36.01 x 61.82 x 79.15
283	63.64 (backside) x 61.82 x 50 x 40 x 68.89
284	50 x 93.06 x 55.44 x 21.82
285	50 x 33.14 x 111.48 x 30 x 93.06
289	80 x 50 x 85.44 x 80

B. Set-back and minimum separation distance requirements

There are several requirements of law with respect to how far each mobile home within the Park must be set back from the borders of its lot and the distance that must be maintained from each mobile home in the Park and its supporting facilities (for example, a carport) to other mobile homes, supporting facilities and structures in the Park.

The State Fire Marshal has established minimum separation and setback requirements, as follows:

Pursuant to §4A-42.05, Florida Administrative Code, the State Fire Marshal has adopted the NFPA Code. This code sets forth minimum separation distance requirements between mobile homes as follows:

5-2.1 Firesafety Separation Requirements.

5.2.1.1

Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3.04 m) side to side, 8 ft. (2.44 m) end to side or 6 ft. (1.83 m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier. (See 5-4.1)

5-4 Accessory Building or Structure Firesafety Requirements.

A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than 3 ft (0.91 m) from a building, cabana, or enclosed porch on an adjacent site. A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 ft. (1.52 m) from the site line of an adjoining site.

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental rules or regulations are subject to amendment or repeal. No representation is made as to the interpretation of the set back and separation requirements set out above, nor as to the continuing applicability of such requirements after the delivery date. "Delivery date" as used herein is the date upon which the Prospectus is delivered to the tenant. Prospective tenants of the Park are advised to inquire with the above referenced authorities with respect to these matters.

Please note that the above quoted and referenced requirements concern only the set back and separation requirements applicable to the Park on the delivery date of this Prospectus, and that any one or more of such requirements may be subsequently modified or repealed. No continuing obligation is undertaken by the Park Owner to advise any Park resident or tenant of any subsequent modification, future adoption of additional requirements by any governmental body, or future repeal of these provisions. The requirements stated above may not be applicable to the Park, in whole or in part, due to the placement of homes in the Park prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes or laws; or

other laws. The prospective tenant is advised to obtain further information regarding installation of mobile homes in the Park from the appropriate permitting authority.

C. Shared Facilities

The maximum number of lots that presently share the facilities in the Park is 442. There are plans to expand by an additional 197 lots, and as those lots become available, the residents of those lots will be sharing the facilities.

IV. RECREATIONAL AND COMMON FACILITIES

The recreational and common facilities of the Park are as follows:

A. BUILDINGS

1. Building "A"--consists of approximately 1,150 square feet, with three rooms plus men's and ladies' restrooms. The Poolroom is approximately 660 square feet, the Library is approximately 115 square feet, and the Laundry is approximately 250 square feet. It has a total capacity of approximately 75 people.

2. Building "B"--consists of approximately 2,500 square feet with three (3) rooms and a ladies' and men's restroom. The meeting area is approximately 1,500 square feet, the kitchen is approximately 160 square feet, and a storage area of approximately 500 square feet. It has a total capacity of approximately 272 people.

B. SWIMMING POOL

The swimming pool is approximately 20 feet wide and 40 feet long. The pool is not heated. Its depth ranges from 3 ft. to 7 ft. The deck is approximately 3,571 square feet in size.

The swimming pool has a capacity of approximately 95 people. The deck has a capacity of approximately 80 people.

C. OTHER FACILITIES AND PERMANENT IMPROVEMENTS

A description of all other facilities and permanent improvements available for use by the mobile home owners, is as follows:

Tennis courts--there are two asphalt surface tennis courts.

Horseshoe pit--there is a clay horseshoe pit.

Boccie court--there is a clay Boccie court.

Picnic areas--there are two picnic areas: one covered and the other one open.

Shuffleboard courts--there are 4 covered and 11 courts.

Lake--there is a 28 acre lake available for fishing and non-power boat activities.

Parking--there is a permanent improvement of a parking facility used for recreational vehicles and boats. It is approximately 19,200 square feet and can accommodate approximately 40 vehicles and boats.

D. PERSONAL PROPERTY

A description of the items of personal property available for use by the mobile home owners, is as follows:

Shuffleboard equipment	Boccie Court equipment
Horseshoe equipment	Barbeque equipment
Pool room equipment	
Deck chairs, tables and umbrellas	
around swimming pool area	

E. DAYS AND HOURS OF OPERATION

The days and hours that the facilities of the Park will be generally available for use by the mobile home owners, is as follows:

The recreational facilities of the Park are generally open from 9:00 a.m. to 9:00 p.m., seven (7) days a week.

The Park Owner expressly reserves the right to alter the days and hours of operation in accordance with procedures prescribed in the Park Rules and Regulations. In case of emergency or repairs, the facility may be closed, and the residents will be notified promptly by posting such notice on the affected facility.

F. FUTURE IMPROVEMENTS

All facilities have been completed as of the Filing Date. The Owner reserves the right from time to time to alter or change any of such facilities or property by the removal, relocation or alteration of existing facilities and property or the construction of new facilities. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period after the Filing Date.

V. PARK MANAGEMENT AND MAINTENANCE

The management of the Park is the responsibility of the Park Manager. The Park Manager's office is located adjacent to the tennis court, and will have posted days and hours of operation. All questions and problems concerning park operations should be directed to the Park Manager.

The maintenance and operation of the Park property is also the responsibility of the Park Manager. Any problems which arise concerning the Park property should be directed to the attention of the Park Manager.

The Owner may from time to time employ such additional maintenance personnel as the Owner may deem necessary or appropriate to properly operate the Park. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home located in the Park, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the Park.

VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

A description of all improvements, both temporary and permanent, which are required to be installed by the mobile home owner on the mobile home lot as a condition of his occupancy in the Park, is as follows:

1. Concrete driveway--10 feet in width and a minimum of 54 feet in length.
2. Utility shed--minimum of 48 square feet.
3. Carport--aluminum with a minimum of 10 feet 6 inches in width and 36 feet in length.
4. Concrete block skirting with footing and stucco finish.
5. Concrete block stucco finished steps at each entrance.
6. Sod, deluxe landscaping.
7. All electric mobile home.

Tenants of the Park as of June 4, 1984, and those tenants of the Park prior to the delivery date of this Prospectus, were required to install the improvements as set out above upon becoming a tenant of the Park. To the extent that those tenants did not install the required permanent improvements, those requirements are still effective. There are no additional requirements established pursuant to this Prospectus as to the tenants described above.

All required improvements must meet specifications as established by the Park Owner. Current specifications are available from the Park Manager's office.

Tenants assuming the remaining portion of a rental agreement as prescribed by Section 723.059(3), F.S., will be required to upgrade the mobile home they are purchasing from the original tenant. The assuming tenant will be required to install improvements subject to the same terms and conditions of the Prospectus or offering circular as delivered to the initial recipient.

In general and except as expressly provided to the contrary in this Prospectus, and to the extent permitted by law, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping).

The mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

VII. UTILITIES AND OTHER SERVICES

The manner in which utility and other services will be provided and the person or entity furnishing those services, is as follows:

1. Water

Water is provided by the Park which is billed to the Park residents in accordance with the settlement agreement attached as Exhibit F. Responsibility for water lines from the shut off valve at the meter to your mobile home are the mobile home owner's responsibility.

However, the Owner reserves the right, subject to the terms of the existing agreement in the Park (see Exhibit F), upon 90 days prior written notice to each owner of a mobile home in the Park, to cause each mobile home owner to be separately billed for water services either by individual meters for each mobile home lot in the Park or by an equitable apportionment of the total water charges billed to the Park.

2. Sewage Disposal

Sewage disposal is provided by the Park. Sewage disposal charges are included in the base rent, subject to pass-through of any cost increase due to an increase in gallons of water used or a rate increase as per the settlement agreement as set forth in Exhibit F. Responsibility for sewer lines within the Park are the Owner's, up to the in-ground connection of the sewer line to the mobile home. The in-ground connection and the lines to and including the mobile home lines are the mobile home owner's responsibility.

3. Waste Disposal

Waste disposal (garbage and trash Collection) is provided by the Park. The provision of adequate containers and delivering the containers to the appropriate location for pick up is the mobile home owner's responsibility. The cost of providing waste disposal services is included in the base rent.

As of the Filing Date, the Park does not separately bill the mobile home owners for the waste disposal services provided by the Park. However, the Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to (i) charge each mobile home owner separately for the waste disposal services provided by the Park through an equitable apportionment of the cost of such services, or (ii) discontinue the provision of waste disposal services by the Park and cause each mobile home owner to be separately billed for waste disposal services either by an equitable apportionment of the waste disposal service charged to the Park or by direct billing from the company or companies providing such services, or by both such apportionment and such direct billing.

4. Cable T.V.

Cable TV is provided by Cable Vision of Florida and is entirely the mobile home owner's responsibility.

5. Storm Drainage

Storm drains are provided and maintained by the Park. The cost of provision and maintenance of storm drainage services is included in the base rent.

6. Electricity

Electric power is provided by the Florida Power and Light Company. It is billed directly to the mobile home

owner, and is the mobile home owner's sole responsibility. Florida Power and Light is responsible for the electric lines to the meter including the meter. The Park is responsible for the electric meter pedestal. Electric lines to the mobile home, the main breaker, and any other connection outside the mobile home is the responsibility of the mobile home owner.

8. Changes to Utilities and Other Services. The description of the utilities and other services set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the Filing Date. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the mobile home owners within the Park may be billed separately for utilities or services that are billed to the Park as of the Filing Date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the filing date.

VIII. INCREASES IN RENT AND OTHER CHARGES

Lot Rental Amount

The mobile home owner will be responsible for payment of rent, special use fees, pass-through charges, assessments, and other financial obligations, as follows:

A. Rent--

The base rent for your lot is \$_____ per month, and will be in effect from _____, 19____, to _____, 19____.

B. Special Use Fees--

Other fees, charges, and assessments that the homeowner is responsible for are:

1. Application Fee--\$_____. This fee will be charged by the Park Owner, as allowed by law, in qualifying a prospective tenant of the Park. If this fee is determined to be an entrance fee prohibited by Section 723.041, F.S., it will be refunded.

2. Late Charge--\$_____, if rent is not paid by the 1st day of the month, and \$_____ for each additional day after the 5th of the month that rent is past due.

3. Returned Check Charge--\$_____.

4. Guest Fee--\$_____ per month per person. This fee will be assessed only if your guest's visit exceeds thirty (30) days, per year, or fifteen (15) days consecutively.

5. Lawn Maintenance--\$_____ per month. This fee will be assessed in accordance with the extent of the Lawn Maintenance required in the Rules and Regulations.

C. Government and utility charges--

The mobile home owner will be responsible for payment of government and utility charges charged to the Park Owner by state or local government or utility companies. Certain government and utility charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the Park. However, the Park Owner reserves the right to recoup those costs in the form of future rent increases or other charges.

D. Assessments

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner, as set forth in the section on increases in lot rental of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental for the period during which the assessment is to be imposed.

E. Generally

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

The dollar amounts set above represent only the amounts charged for each rental category on the delivery date. As disclosed in this Prospectus, such amounts are subject to increase.

Wherever "0" appears above a blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the Owner on the delivery date. The amount for those charges may be increased as described in this Prospectus.

Nothing in this Prospectus shall be deemed a waiver of the Owner's right to collect from the mobile home owner any damages that the Owner may sustain as a result of or in connection with a tortious act, neglect or breach of lease by the mobile home owner or anyone permitted to be on Park property by the mobile home owner.

Increases in Lot Rental Amount

The manner in which lot rental amount will be increased, is as follows:

1. Definitions. As used in this Section VIII:

a. "Lot rental amount" means all financial obligations, except user fees, which are required as a condition of the tenancy. The lot rental amount may include any and all rents, special use fees, pass-through charges, installation and set-up charges, and other fees, charges and assessments imposed by the Owner.

b. "Special use fees" mean those separately itemized amounts for specific services or privileges which are charged in addition to rent, including, but not limited to, such charges as guest fees, pet fees and entrance fees.

c. "Government and utility charges" are defined as those amounts, other than special use fees, which are itemized and charged separately from the base rent and which represent the mobile home owner's share of costs charged to the Park Owner by any state or local government or utility company.

2. Notice of Increase. The mobile home owner shall be notified of any increase in the lot rental at least 90 days prior to the effective date of such increase.

3. Lot Rental Amount--Categories of Charges.

Current Lot Rental Amount. A description of each category of charge comprising a part of the lot rental amount as of the date this Prospectus was delivered to the mobile home owner (the "delivery date"), and the dollar amount of each such charge as of the delivery date, is set forth above.

4. Lot Rental Amount--Increases.

a. General. The lot rental amount is subject to periodic increases by the Owner. However, except for increases resulting from certain government and utility charges, the lot rental amount will not be increased more frequently than annually, except for initial tenancies which commence after the beginning of the annual rental term.

b. Factors Affecting Increases. The factors affecting the amount of increases in the lot rental amount may include Increased Costs, Prevailing Market Rent, Prevailing Economic Conditions, 15% of the previous lot rental amount, or any other of the factors set out below, each determined and evaluated by the Owner at or prior to the time of furnishing notice of any increase in the lot rental.

Factors which may affect the level of increases in lot rental are as follows:

1. Water rates
2. Sewer rates
3. Electricity rates
4. Waste disposal
5. Maintenance costs
6. Management costs
7. Property taxes
8. Major repairs or improvements. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

9. Increased costs, which refers to any increases experienced by the Owner since the delivery of notice of the last increase in the lot rental amount in the total costs arising out of the ownership, operation and management of the Park. All present and future operating expenses and other charges of every kind and nature may be taken into account in determining the total costs, and such expenses and charges may include, but not necessarily be limited to:

(a) The costs of all insurance carried by owner with respect to the Park;

(b) The cost of general repairs, maintenance and replacement;

(c) The cost of janitorial services, security, cleaning, window washing and pest control;

(d) The cost of redecorating, renovating and landscaping the common facilities or areas in the Park, and of stripping, patching and repairing any roadways, vehicular parking areas or storage areas in the Park;

(e) The costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal;

(f) The cost of providing heating, ventilating, sewage and waste disposal, air-conditioning, and any other service attributable to the operation of any recreational building or other common area or facility in the Park;

(g) Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Park;

(h) Reasonable management fees paid in connection with the operation and management of the Park, including any such fees paid to Owner or any affiliate of Owner;

(i) The cost of capital improvements or major repairs made in or for the benefit of the Park, and for the funding of any reserves for capital improvements or repairs. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

(j) Rents and additional rents payable under any ground lease;

(k) License fees, permit fees and other fees and charges payable to the State of Florida or any agency or municipality thereof.

10. Prevailing Market Rent--Refers to the lot rental amount imposed in mobile home parks comparable to this Park, or the lot rental amount willingly paid from time to time by new residents of this Park. A park will be deemed comparable if it is located in the same general vicinity as this Park, and offers similar densities, amenities and services.

11. Prevailing Economic Conditions--are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the lot rental amount or any increase in the amount thereof. These factors may include: (1) the costs attendant to the replacement of this Park in the economic environment existing at the time of any lot rental amount increase, including land acquisition costs, construction costs, and losses associated with the operation of a park prior to full occupancy, and the level at which the lot rental amount must be established in order that the Park Owner will realize a reasonable return on the costs referred to in this clause (1); (2) the level of interest rates and other financing charges associated with construction, interim and permanent financing; (3) the availability of alternative forms of real estate investments which, absent the lot rental amount increase in question, might reasonably be expected to

yield a greater return on investment capital; (4) the levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U.S. City Average--All Urban Consumers, 1967 = 100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index; (5) the level at which the lot rental amount must be established in order that the Owner will realize a reasonable return on the "Owner's Equity"; for this purpose, the "Owner's Equity" refers to the fair market value of the Park from time to time, less existing mortgage indebtedness; (6) other economic factors which might reasonably be expected to affect either the value of the Park, the rate of return available to the Owner of the Park at the existing level of lot rental amount, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of lot rental amount increase required in the Park in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Park.

12. Professional fees--including but not limited to, fees to accountants, attorneys, engineers, architects and consultants, employed to assist in the operation, management, development, and administration of the Park, including all costs of litigation.

13. The mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

14. Costs incurred as a result of actions by state or local government or utility company.

Additional Considerations

The reasons for the increase in lot rental amount will be set forth in the notice of increase. Only those factors set forth in the notice will be relied upon by the Park Owner as justification for the rent increase.

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

The sections above are intended only to provide the Park resident with a listing of factors which may be considered by the Owner in whole or in part in establishing the amount of increases in lot rental.

An increase in one or more of the above-described factors may result in an increase in the mobile home owner's rent or other charges.

Tenants assuming the remaining portion of a rental agreement as prescribed by §723.059(3), F.S., are hereby notified that upon the expiration of the assumed rental agreement, the Park Owner expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Park Owner with such increase being imposed in the manner disclosed in the Prospectus delivered to the initial recipient.

IX. USER FEES

The homeowner is responsible for the payment of user fees if the homeowner agrees to the provision of services for such fees by the Park Owner.,

"User fees" are defined as those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the Park Owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services.

User fees will be increased based upon the factors which are considered for increases in the lot rental amount. (These factors are listed in Section VIII of this Prospectus). Notice of an increase in user fee changes will be provided to the home owner ten (10) days prior to the increase. The current user fees in the Park are as follows:

Recreation Hall Use

\$ _____

X. PARK RULES AND REGULATIONS

A. Current Park Rules or Regulations

The current Park Rules and Regulations governing mobile home owners' behavior, guest procedures, time for using recreational and other facilities and any other rules, is attached as Exhibit A. These Rules and Regulations were promulgated prior to the effective date of the Florida Mobile Home Act which made several changes to the laws of the State of Florida governing mobile home parks. Accordingly, several provisions of the Rules and Regulations attached to this Prospectus as Exhibit A may need to be revised to conform to existing law.

To the extent the current Rules and Regulations are inconsistent with existing law, they are invalid.

B. Changes in Rules and Regulations

The Park Owner shall give written notice to each mobile home owner 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 the ninety (90) day period.

XI. ZONING

The nature and type of zoning under which the Park operates, the permitted uses under such zoning classification and the name of the zoning authority which has jurisdiction over the land comprising the Park, is as follows:

The property previously described is zoned TR-3, for single family mobile homes exclusive of travel trailers and recreational vehicles.

Jurisdiction over the said property is the Brevard County Planning and Zoning Commission with all water ways and lakes coming under the jurisdiction of the St. John's River Water Management District.

The Park Owner has no definite future plans to seek a change in the use of land comprising the Park. However, the Park Owner expressly reserves the right to change the use of this property at some future date. In the event the Owner decides to convert to a condominium or subdivision type of ownership, the then present tenants in the Park will be offered the right of first refusal.

XII. EXHIBITS

The following exhibits are required attachments to this Prospectus.

Exhibit A -- Rules and Regulations

Exhibit B -- Layout of the Park

Exhibit C -- Covenants and Restrictions

Exhibit D -- Rental Agreement

Exhibit E -- Ground Lease

Exhibit F -- Settlement Agreement

Exhibit G -- User Fee Agreements

EXHIBIT "A"
RULES AND REGULATIONS

LAMPLIGHTER VILLAGE
APPENDIX TO
RULES AND REGULATIONS

- I. ADMITTANCE
- II. CARE AND APPEARANCE OF HOME SITE
- III. CARE AND APPEARANCE OF MOBILE HOME
- IV. RECREATION AREAS AND FACILITIES
- V. GENERAL CONDUCT
- VI. GUESTS
- VII. PETS
- VIII. VEHICLES - TRAFFIC
- IX. SOLICITING, SUBLETTING AND RESALES
- X. MOVING
- XI. UTILITIES
- XII. LIABILITIES
- XIII. RENTS AND FEES
- XIV. COMPLAINTS
- XV. MISCELLANEOUS
- XVI. ACCEPTANCE

I. Admittance

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

II. Care and Appearance of Home Site

1. Management reserves the right to enter all lots at reasonable times to inspect sites for proper use, utility maintenance and cleaning of sites.
2. Each tenant shall use his site and the improvements thereon in such a manner as to allow his neighbors to equally enjoy the use of their sites.
3. No clothes lines are permitted outside of the mobile home except for an approved umbrella type which placement is subject to management approval. Umbrella clothes lines shall be stored when not in use.
4. No one is permitted to hang hose, towels, rugs, rags or any wearing apparel on the mobile home, awning, etc.
5. Lawn care equipment, tools, etc. must be stored when not in use.
6. Boxes, bags and unsightly debris will not be permitted.
7. Fences or structural partitions of any type are not permitted between lots.
8. Storage under mobile homes is not permitted.
9. All lawn furniture is to be stored when not in use.
10. There will be no storage, maintenance or repair of cars, boats, campers, towed vehicles, etc. on a mobile home site.
11. Right of ways and unoccupied sites are to be free of all personal property.
12. Landscaping
 - a. Tenants are encouraged to landscape their site but any trees, bushes and plants shall be so arranged and approved by management to the extent that they do not interfere with the adjoining tenants or underground utilities. Obtain permission prior to planting.
 - b. Such trees, plants and shrubs shall be maintained in an attractive manner by the tenant.
 - c. Lawn cutting unless otherwise desired by the tenant will be provided by the management. If tenant desires to cut own lawn mowing is allowed anytime except before 9:00 AM and after 6:00 PM and on Sundays and holidays.

III. Care and Appearance of Mobile Home

1. Mobile homes must be kept clean and in good repair.
2. Hitches or tow bars must be removed.
3. Park is not responsible for the tenant's mobile home, utilities, drain pipes, etc. unless home is under warranty.
4. Skirting must provide access for utility repair and inspection.
5. All steps must be constructed of approved material.
6. The management reserves the right to establish building codes for any and all buildings and appurtenances placed on or within the boundaries of each mobile home site.

7. Management or its designated agent shall have the sole right to place, level and hook-up mobile homes on their sites.
8. Mobile homes are to be placed in accordance with the position initially designated by management.
9. After a mobile home has been placed, positioned or hooked up no repairs, replacement, reconnections, disconnections, additions, alterations or modifications will be permitted without the written consent of management.
10. No window type air conditioners are permitted.
11. Carport and Storage Shed
 - a. A carport and storage shed are required on each new home set-up in the park for a tenant.
 - b. The buyer of a used home not having a carport and/or storage shed must agree to have them erected within one month after buying the home. The carport and shed must meet or exceed the material and design standards of those installed on other homes in the park. Approval of the plans must be obtained from the management.

IV. Recreation Areas and Facilities

1. All tenants shall have equal rights and responsibilities in connection with the use of the Recreation Building and Facilities including shuffleboard courts, swimming pool, kitchen, etc. all of which are provided by management for the tenant's pleasure, convenience and happiness.
2. Recreation areas and facilities will be open from 9:00 AM to 9:00 PM.
3. Specific rules pertaining to each recreation facility as posted by management are to be observed.
4. In the event of repeating violators management shall have the right to deny tenant or tenant's guests use of the recreation facilities.
5. Equipment and facilities are to be used at your own risk.
6. All tenants are required to leave equipment and buildings in good condition. If anything is out of order when you arrive report it to the management immediately.
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.
8. The riding of trail bikes and motorcycles through the park is not permitted.
9. Lake Rules
 - a. No gasoline motors are allowed. Electric motors may be used.
 - b. Sailboats and small craft up to 12' in length and 5' beam are allowed.
 - c. Fishing is permitted along the lake shore on tenant's own site, green areas and the boardwalk.

V. General Conduct

1. Tenants 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.
2. Tenants are to obey all applicable city, county and state laws and ordinances.
3. No firearms are to be discharged in the park.
4. If fire, police or ambulance services are called management should be notified.

VI. Guests

1. Tenants are responsible for their guests.
2. Guests are not permitted to bring pets into the park.
3. Only registered guests will be permitted to use the recreation facilities. They must be accompanied by a tenant.
4. Tenants may have registered overnight guests for 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. Underage guests are welcome in reasonable moderation with adult supervision.

VII. Pets

1. Pending the approval of management only one pet per site is allowed.
2. A listing & description of each pet is required in the park office.
3. Pets must be kept on a leash at all times while outside. Violators will be asked to leash or dispose of the pet.
4. Pets are never allowed in the recreation areas, laundry or park buildings.
5. No pet houses are allowed on sites.
6. All loose pets will be taken to the animal shelter.
7. In the event of justified complaints the pet owner will be warned once. On the second justified complaint the owner will be requested to dispose of the pet.
8. Pets waste must be picked up and disposed of properly.

VIII. Vehicles - Traffic

1. Management reserves the right to control all vehicles or pedestrian traffic within the Park.
2. Vehicles must observe the posted speed limits.
3. Pedestrians have the right of way, bicycles and golf carts second, automobiles third. BE CONSIDERATE AND SAFETY CONSCIOUS.
4. Repairs or mechanical maintenance on vehicles is prohibited.
5. Autos must be in reasonable repair. Those dripping oil or gasoline must be repaired in a timely way. Drip spots on parking surfaces must be cleaned up by tenant.
6. Parking of autos is restricted to the carport or driveway except for visitors who must park in designated areas.
7. Trucks over 3/4 ton are not permitted in the park.

IX. Soliciting, Subletting and Resales

1. No subletting is allowed.
2. Mobile home sites are not transferrable.
3. Management shall not deny tenants the right to sell his mobile home within the park.
 - a. Tenants selling their home cannot guarantee prospective buyers a site in the park. Buyers must be approved like any new tenant.
 - b. If buyer doesn't qualify the mobile home must be moved from the park.
 - c. Management will assist or sell the mobile home for the seller at a reasonable fee to be agreed upon.
 - d. A 12" x 12" "For Sale" sign may be placed in the window of the mobile home. Management must be notified of the placement of "For Sale" signs.
4. No advertisements shall be displayed in park except as designated by management.
5. No commercial or professional activities are allowed in the park.
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.
7. Please notify park office if you are bothered by solicitors or peddlers.

X. Moving

1. Tenant shall give Landlord at least thirty (30) days notice in writing prior to moving otherwise an additional month's rent will be charged.
2. Management shall supervise the moving of a home from the park.

XI. Utilities

1. City water is provided by the park and included in the rent.
 - a. Running water shall not be left unattended.
 - b. The washing of cars and mobile homes is permitted only with the use of shut-off type hose nozzles.
 - c. Water leaks should be reported to management.
2. Outside antennas of any kind are not permitted without the express approval of management.
3. Refuse
 - a. Garbage collection is included in the rent and furnished twice a week.
 - b. Garbage containers with tight fitting lids shall be kept in an inconspicuous place.
 - c. Refuse must be taken to the curb in sealed plastic bags for pick-up unless prior arrangements have been made with management.
4. Laundry
 - a. Laundry facilities are provided for tenant's daily use from 8:00 a.m. to 9:00 p.m.

- b. Users shall obey machine operating instructions. Do not overload machines.
- c. Tenants are responsible for cleaning machines after use.
- d. Dyeing is not allowed in washing machines.
- e. Ownership is not responsible for clothes lost, stolen or damaged.

XII. Liabilities

1. Park owners and management absolve themselves from all liability or responsibility pertaining to personal injury from any cause whatsoever to any tenant, guest, visitor or pet.
2. Park ownership shall not be liable for any loss or damage to mobile homes or personal property by fire, theft, accident or any cause whatsoever.
3. Tenants are responsible for acts by themselves, their families, guests or pets.

XIII. Rents and Fees

1. All rental spaces are based upon one or two adult 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.
3. Rent is to be paid to the park office. If tenant is out of town rent can be mailed to park office at 500 North John Rodes Blvd. Melbourne, Florida 32935.
4. Management shall provide tenant at least ninety (90) days notice of any change in rent or miscellaneous fees.
5. Tenants should notify the management when leaving the park for more than three days and advise when they expect to return.

XIV. Complaints

1. Complaints from tenants must be in writing and signed and addressed to management. Management will react in a fair and reasonable manner.
2. Rule infractions will be brought to the tenant's attention as part of landlord service.

XV. Miscellaneous

1. The park office is open Monday to Friday. Park office will be closed Saturdays, Sundays and all legal holidays.
2. The park manager is a resident and may be called upon at any reasonable time for any prudent reason.
3. The rules and regulations may be changed or amended with thirty days notice.
4. Any notice from landlord to tenant shall be mailed or delivered to the tenant's address in the park.
5. Lamp post lights are owned and maintained by the homeowner. Please ask if you need assistance. The labor is free, but of course, the

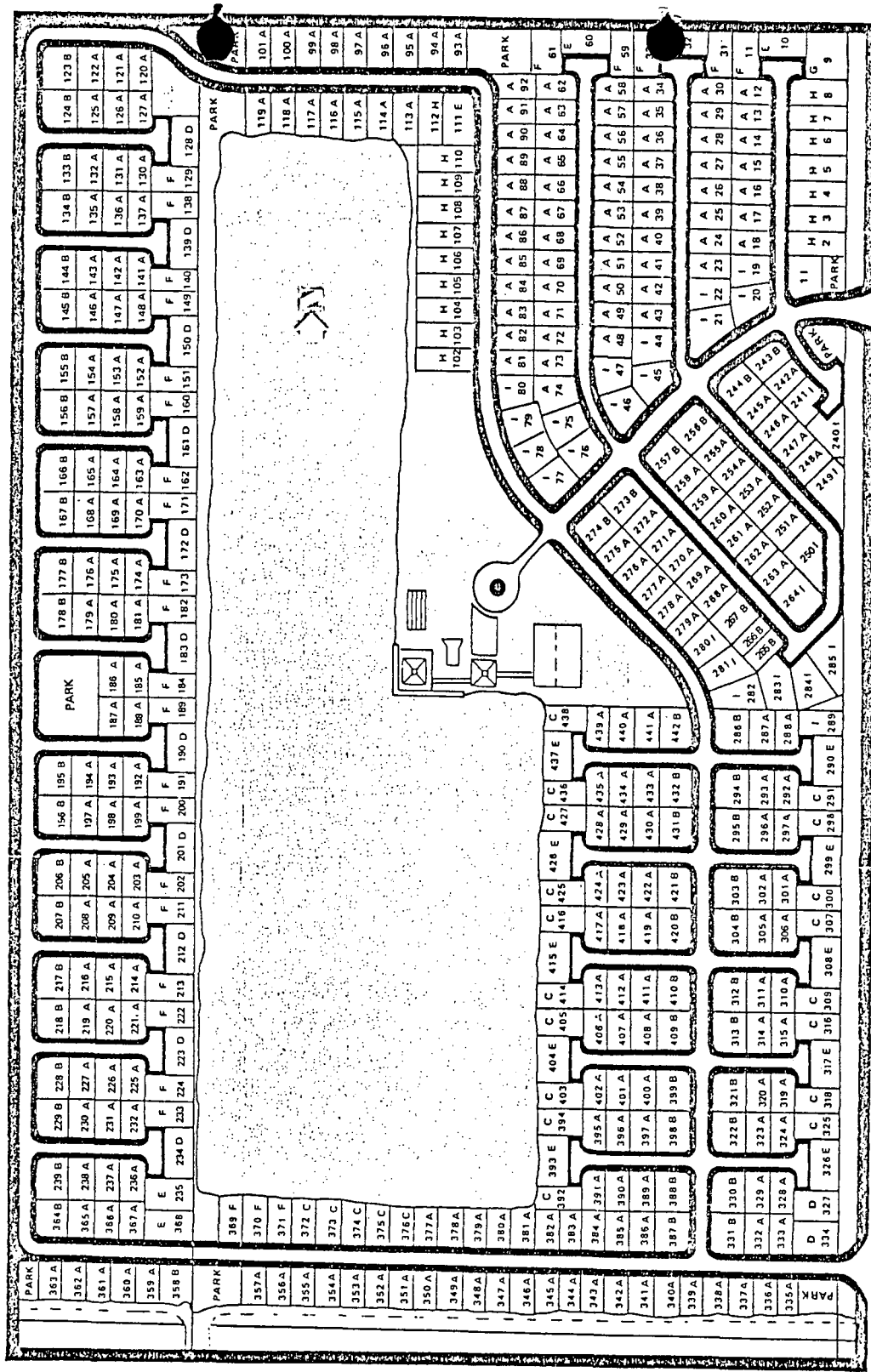
homeowner must pay for parts if required. A good safety conscious resident of Lamplighter Village is proud to keep his or her light on even when away. The cost of continual day and night operation according to FP&L is less than 60¢ per month. The above maintenance policy applies to mailboxes also.

XVI. Acceptance

1. By accepting tenancy in this park the resident agrees to abide by these and other park rules as well as all federal, state and local laws.
2. Any violation may terminate a spaceholder's occupancy with thirty (30) days written notice.
3. The spaceholder will remove all structures from the space site and leave site in orderly condition.
4. The spaceholder may terminate his occupancy upon like notice to the management and upon the same conditions.

EXHIBIT "B"
LAYOUT OF THE PARK

EXHIBIT



RECREATION OFFICE

Everything you've been looking for... and more!

KEY

- A - 50 x 80
- B - 50 x 100
- C - 70 x 80
- D - 80 x 110
- E - 50 x 90
- F - 60 x 100
- G - Irregular shape
- H - 4,000 - 6,000 ± square feet

Recreation Buildings

Pool

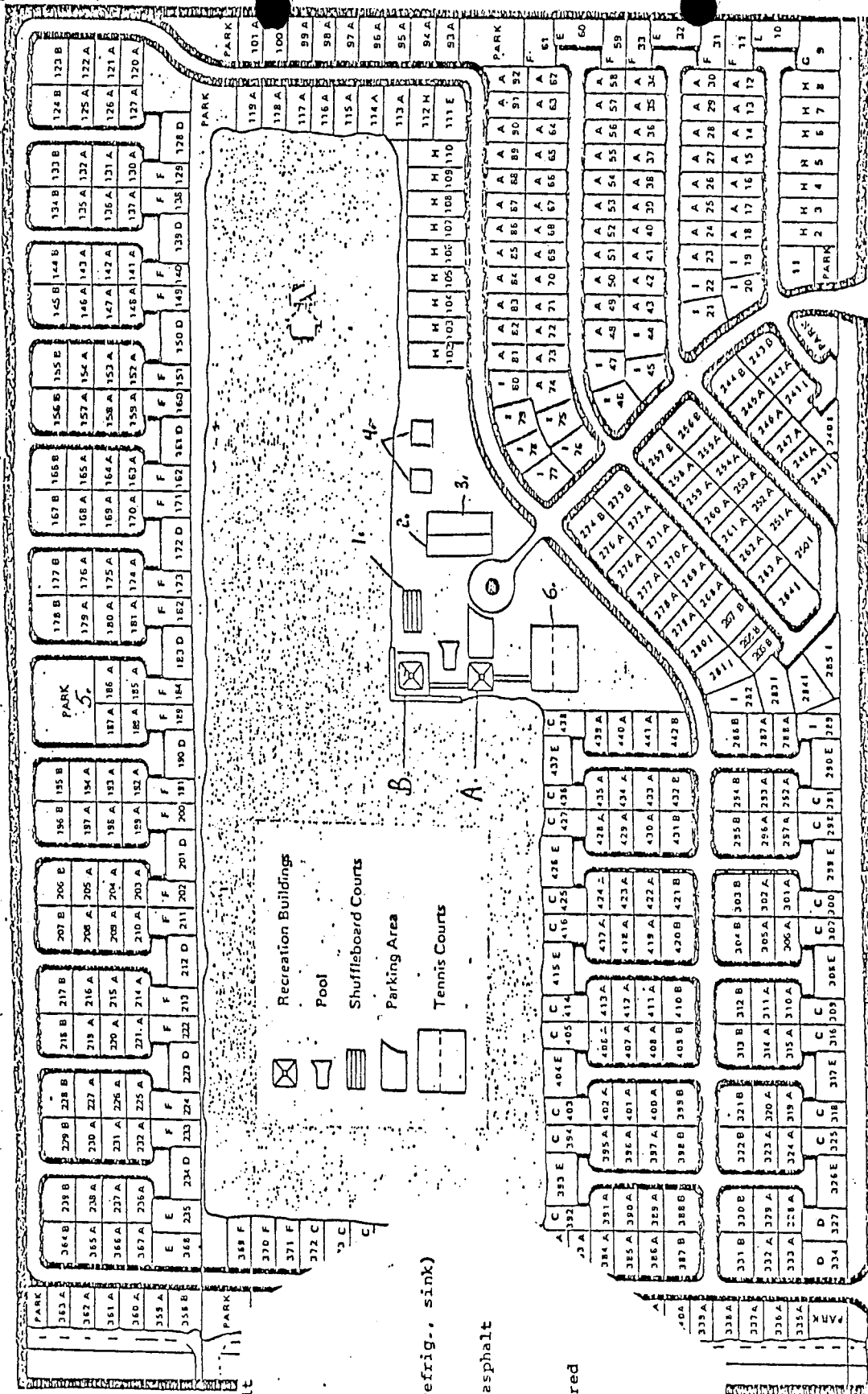
Shuffleboard Courts

Parking Area

Tennis Courts



EXHIBIT



Tennis Courts (2) Asphalt

Poolroom 24½ x 27

Library 12 x 9½

Laundry 27 x 9

Restrooms

Rec Hall 41½ x 30

Small kitchen, (stove, refrig., sink)

Restrooms

Shuffleboard Courts (4) asphalt

Horseshoe Court - clay

Boccie Court - clay

Picnic Area (2) one covered

Parking for R.V. & boats

Large Lake for boating

EXHIBIT "C"

COVENANTS AND RESTRICTIONS

There are no covenants or restrictions applicable to this Park that are not set out in the Prospectus.

EXHIBIT "D"
RENTAL AGREEMENT

LAMPLIGHTER VILLAGE

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into on this _____ day of _____, 19____, by and between LAMPLIGHTER VILLAGE, hereinafter referred to as LANDLORD, and _____, hereinafter referred to as TENANT.

WITNESSETH: That in consideration of the lot rental amount, covenants and agreements to be kept and performed by tenant hereunder, landlord demises to tenant and tenant leases from Landlord the premises subject to the terms and conditions as hereinafter set forth.

1. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term.

2. It is specifically understood and agreed by and between the parties hereto that Chapter 723, Florida Statutes, governs this Rental Agreement.

3. Landlord hereby leases to Tenant for installation thereon of Tenant's mobile home the certain property described as lot _____, to be occupied solely as a private dwelling only by Tenant. In no event shall the total number of occupants exceed that permitted by this Agreement, Rules and Regulations of the Park, or applicable laws.

4. The term of this rental agreement shall be for a period of _____ months, commencing on the _____ day of _____, 19____, and terminating on the _____ day of _____, 19____.

5. Tenant's Financial Obligations

RENT:

\$ _____, per month, payable in advance on the _____ day of each month. All rental payments are payable to:

Lamplighter Village
Mrs. Adriane Lane, Manager
500 North John Rhodes Boulevard
Melbourne, FL 32935

SPECIAL USE FEES:

In addition to the base rent the tenant agrees to pay the following fees and charges:

1. Application Fee--\$_____. This fee will be charged by the Park Owner, as allowed by law, in qualifying a prospective tenant of the Park. If this fee is determined to be an entrance fee prohibited by Section 723.041, F.S., it will be refunded.
2. Late Charge--\$_____, if lot rental amount is not paid by the 5th of the month, and \$_____ for each additional day the lot rental amount is past due.
3. Returned Check Charge--\$_____.
4. Guest Fee--\$_____ per day per person. This fee will be assessed only if your guests' visit exceeds thirty (30) days, per year, or fifteen (15) days consecutively.
5. Lawn Maintenance--\$_____ per hour. This fee will be assessed in accordance with the extent of the Lawn Maintenance required in the Rules and Regulations.

GOVERNMENT AND UTILITY CHARGES

The mobile home owner will be responsible for payment of government and utility charges charged to the Park Owner by state or local government or utility companies. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the Park. However, the Park Owner reserves the right to recoup those costs in the form of future rent increases or other charges.

ASSESSMENTS

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner, as set forth in the section on increases in lot rental amount of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental amount for the period during which the assessment is to be imposed.

6. The Landlord may raise the amount of rent and special use fees and other charges annually effective the 1st day of January each year. The Landlord will furnish at least ninety (90) days advanced notice to a tenant of any increase in rent or other fees and charges. Certain government and utility charges may be charged more often than annually. Increases in lot rental amount will be determined in the manner disclosed in the prospectus. The increased base rent or other fees or charges shall automatically become a part of the rental agreement upon renewal unless the tenant shall advise the landlord in writing thirty (30) days prior to the expiration of the current term of tenants intention to vacate the premises and not enter into a new term.

7. It is hereby understood and agreed that the Landlord will furnish recreation facilities, water (for normal consumption), sewage disposal, and garbage service to the Tenant. All other services are on a fee-paid basis, and are the residents sole responsibility.

8. The Tenant agrees to abide by all Rules and Regulations of the Landlord, a copy of the current Rules and Regulations being attached hereto and being incorporated herein by reference. The parties hereto agree that said Rules and Regulations may be amended from time to time, those amendments being reasonable and necessary for the proper and efficient operation of the park and for the health, safety and welfare of the residents of the park. The parties hereto agree that the rules and regulations will not be changed without written notification to the tenant at least ninety (90) days prior to implementation of such change, in accordance with procedures prescribed by Chapter 723, Florida Statutes.

9. Tenant shall not assign this Rental Agreement, or any interest therein, and shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises without the specific, written consent of the Landlord. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.

10. Landlord may evict Tenant for:

- (a) non-payment of rent;
- (b) conviction of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of the other residents of the park;
- (c) violation of a park rule or regulation, this rental agreement or Chapter 723, F.S., as prescribed by §723.061, Florida Statutes;
- (d) a change in the use of land comprising the mobile home park or portion thereof;

- (e) failure of the purchaser of the mobile home situated in the park to be qualified as and obtain approval to become a tenant, such approval being required by the rules and regulations attached hereto.

11. The parties agree that if the Landlord determines that the Tenant is to be evicted for violating the Rules or Regulations of the Park, Landlord will deliver written notice of the grounds upon which Tenant is to be evicted, at least thirty (30) days prior to the time Tenant is to vacate the premises.

12. If the Tenant shall fail to pay the rent or any other fee, charge or assessment specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreements of this Rental Agreement, the Landlord may, at his option, terminate this Rental Agreement and all rights of the Tenant hereunder, at which time the Tenant agrees to vacate the premises. If the Tenant fails to voluntarily vacate the premises after termination, the Landlord may bring an action for possession in the county court and Tenant agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expended by Landlord.

13. The rights of the Landlord contained herein are cumulative, and failure of the Landlord to exercise any right shall not operate to forfeit any other rights of the Landlord. No waiver by the Landlord of any condition or covenant shall be deemed to constitute or imply a further waiver of any other conditions or covenants.

14. This Rental Agreement shall be binding upon, and inure to the benefit of Landlord and Tenant, and their respective heirs, personal representatives, successors and assigns.

15. A purchaser of Tenant's mobile home must qualify with the requirements for entry into the park under the Park Rules and Regulations, which must be approved in writing by the Landlord.

16. In the event that during the term of this Rental Agreement any portion of the premises is condemned by any public entity, including federal, state or local governments or public or private utilities having such lawfully established power, Tenant shall have the right to terminate this Rental Agreement as of the date of taking; however, in no event shall Tenant be entitled to or have any right in the proceeds awarded to Landlord in such proceeding. Landlord agrees to prorate any rent received by Landlord from Tenant as of the date of taking as long as the Tenant is in full compliance with the Rules and Regulations and the payment of rent and charges as set forth herein.

17. This agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, inducements or conditions, express, implied, or written. No termination, revocation, waiver, modification or amendment of this agreement shall be binding unless in writing and signed by all of the parties hereto.

18. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter and vice versa.

19. In the event that any section, paragraph, or subparagraph of this Agreement is held unenforceable by any court, this Agreement shall be deemed to have been executed by the parties hereto with such sections, paragraph, or subparagraphs not having been included herein, and the remainder of the Agreement shall not be void thereby.

20. It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damages or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said property.

21. Tenant's Liability: The Tenant shall be liable for all damages occasioned by the Tenant's occupancy and use of said premises, and agrees to hold the Landlord harmless from and against all claims for damages or personal injury caused by Tenant.

22. Landlord's Lien: The Landlord shall have a lien on the Tenant's mobile home to secure the payment of all rent due the Landlord hereunder together with any and all other charges owed to the Landlord by the Tenant. The Landlord shall have the right to foreclose said lien in the same manner as the foreclosure of a security interest in personal property under the Uniform Commercial Code.

23. Mortgage Subordination: The Tenant acknowledges that this lease is subordinate to the lien of any mortgage on said mobile home park or any mortgages subsequently placed on said mobile home park by the Landlord, and the Tenant agrees to execute any documents required by a mortgagee of Landlord acknowledging said subordinate interest.

Each of the Regulations of the park are specifically incorporated into this Rental Agreement by reference. Tenant hereby acknowledges that prior to executing this Rental Agreement he or she has had a reasonable opportunity to read and review this Rental Agreement including the park rules and regulations, and by signing this Rental Agreement he or she binds himself or herself to fully abide by this Rental Agreement and said Regulations.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD

TENANT

By _____

TENANT

WITNESS TO TENANT/LESSEE

WITNESS TO LANDLORD/LESSOR

WITNESS TO TENANT/LESSEE

WITNESS TO LANDLORD/LESSOR

EXHIBIT "E"

GROUND LEASE

There are no underlying ground leases for the property constituting the mobile home park.

EXHIBIT "F"
SETTLEMENT AGREEMENT

EXHIBIT "G"
USER FEE AGREEMENT

There are currently no user fees charged in the Park.

DATE PROSPECTUS DETERMINED ADEQUATE

REVISION DATE (if applicable)

IDENTIFICATION NUMBER ASSIGNED BY DIVISION

MOBILE HOME LOT TO WHICH PROSPECTUS APPLIES

PARKER, SKELDING, COSTIGAN, MCVOY & LABASKY

THE MADIGAN BUILDING
318 NORTH MONROE STREET
TALLAHASSEE, FLORIDA

JULIUS F. PARKER, JR.
JACK M. SKELDING, JR.
JOHN W. COSTIGAN
ROSS A. MCVOY
RONALD A. LABASKY
KEITH C. TISCHLER
TERRELL C. MADIGAN
DAVID D. EASTMAN

GAYLE SMITH SWEDMARK
OF COUNSEL

JULIUS F. PARKER (1910-1966)
JOHN A. MADIGAN, JR. (1919-1984)
MILLARD F. CALDWELL (1897-1984)

January 2, 1987

REPLY TO: P. O. BOX 669
TALLAHASSEE, FL 32302
TELE: (904) 222-3730

Selena M. Einwechter, Supervisor
Examination/Education Section
Bureau of Mobile Homes
Department of Business Regulation
725 S. Bronough Street
The Johns Building
Tallahassee, Florida 32301-1927

Re: Lamplighter Village
0500775P86

Dear Selena:

This letter serves to clarify the prospectus which was submitted for the Lamplighter Village Mobile Home Park, consisting of the 1986 amendments. The recreation hall fee which is charged for private party use of the recreation hall was not included in the original prospectus approved by the Department because it is in the nature of a user fee. This fee is only charged for the private use of the facilities and guarantees that the facilities will be cleaned up after each use. The residents of the mobile home park are not required to pay this fee, and are free to use the park facilities at any time.

If I can be of any further assistance in this matter, please contact me.

Sincerely,



David D. Eastman

DDE/lmw

DATE RECEIVED 1/12/87 @ 3:00
BY: Clara Swann
BUREAU OF MOBILE HOMES

LAW OFFICES

PARKER, SKELDING, COSTIGAN, MCVOY & LABASKY

THE MADIGAN BUILDING
318 NORTH MONROE STREET.
TALLAHASSEE, FLORIDA

JULIUS F. PARKER, JR.
JACK M. SKELDING, JR.
JOHN W. COSTIGAN
ROSS A. MCVOY
RONALD A. LABASKY
KEITH C. TISCHLER
TERRELL C. MADIGAN
DAVID D. EASTMAN

September 29, 1986

GAYLE SMITH SWEDMARK
OF COUNSEL

JULIUS F. PARKER (1910-1966)
JOHN A. MADIGAN, JR. (1919-1984)
MILLARD F. CALDWELL (1897-1984)

REPLY TO: P. O. BOX 669
TALLAHASSEE, FL 32302
TELE: (904) 222-3730

Ms. Selena Einwechter
Department of Business Regulation
Bureau of Mobile Homes
725 South Bronough Street
The Johns Building
Tallahassee, FL 32301

RE: LAMPLIGHTER VILLAGE
Identification Number: 0500775P

Dear Selena:

Enclosed are the corrections for the above referenced mobile home park.

Sincerely,



David D. Eastman

DDE/kfs
Enclosures

DATE RECEIVED

9/29/86 @ 3:20

BY:

Clair Duane

BUREAU OF MOBILE HOMES

Hand Delivered

All required improvements must meet specifications as established by the Park Owner. Current specifications are available from the Park Manager's office.

Tenants assuming the remaining portion of a rental agreement as prescribed by Section 723.059(3), F.S., will be required to upgrade the mobile home they are purchasing from the original tenant. The assuming tenant will be required to install improvements subject to the same terms and conditions of the Prospectus or offering circular as delivered to the initial recipient.

In general and except as expressly provided to the contrary in this Prospectus, and to the extent permitted by law, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping).

The mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

VII. UTILITIES AND OTHER SERVICES

The manner in which utility and other services will be provided and the person or entity furnishing those services, is as follows:

1. Water

Water is provided by the Park which is billed to the Park residents in accordance with the settlement agreement attached as Exhibit F. Responsibility for water lines from the shut off valve at the meter to your mobile home are the mobile home owner's responsibility.

However, the Owner reserves the right, subject to the terms of the existing agreement in the Park (see Exhibit F), upon 90 days prior written notice to each owner of a mobile home in the Park, to cause each mobile home owner to be separately billed for water services either by individual meters for each mobile home lot in the Park or by an equitable apportionment of the total water charges billed to the Park.

owner, and is the mobile home owner's sole responsibility. Florida Power and Light is responsible for the electric lines to the meter including the meter. The Park is responsible for the electric meter pedestal. Electric lines to the mobile home, the main breaker, and any other connection outside the mobile home is the responsibility of the mobile home owner.

8. Changes to Utilities and Other Services. The description of the utilities and other services set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the Filing Date. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the mobile home owners within the Park may be billed separately for utilities or services that are billed to the Park as of the Filing Date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the filing date.

VIII. INCREASES IN RENT AND OTHER CHARGES

Lot Rental Amount

The mobile home owner will be responsible for payment of rent, special use fees, pass-through charges, assessments, and other financial obligations, as follows:

A. Rent--

The base rent for your lot is \$_____ per month, and will be in effect from _____, 19____, to _____, 19____.

B. Special Use Fees--

Other fees, charges, and assessments that the homeowner is responsible for are:

1. Application Fee--\$_____. This fee will be charged by the Park Owner, as allowed by law, in qualifying a prospective tenant of the Park. If this fee is determined to be an entrance fee prohibited by Section 723.041, F.S., it will be refunded.

2. Late Charge--\$_____, if rent is not paid by the 1st day of the month, and \$_____ for each additional day after the 5th of the month that rent is past due.

3. Returned Check Charge--\$_____.

4. Guest Fee--\$_____ per month per person. This fee will be assessed only if your guest's visit exceeds thirty (30) days, per year, or fifteen (15) days consecutively.

5. Lawn Maintenance--\$_____ per month. This fee will be assessed in accordance with the extent of the Lawn Maintenance required in the Rules and Regulations.

C. Government and utility charges--

The mobile home owner will be responsible for payment of government and utility charges charged to the Park Owner by state or local government or utility companies. Certain government and utility charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the Park. However, the Park Owner reserves the right to recoup those costs in the form of future rent increases or other charges.

D. Assessments

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner, as set forth in the section on increases in lot rental of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental for the period during which the assessment is to be imposed.

E. Generally

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

The dollar amounts set above represent only the amounts charged for each rental category on the delivery date. As disclosed in this Prospectus, such amounts are subject to increase.

SPECIAL USE FEES:

In addition to the base rent the tenant agrees to pay the following fees and charges:

1. Application Fee--\$_____. This fee will be charged by the Park Owner, as allowed by law, in qualifying a prospective tenant of the Park. If this fee is determined to be an entrance fee prohibited by Section 723.041, F.S., it will be refunded.

2. Late Charge--\$_____, if lot rental amount is not paid by the 5th of the month, and \$_____ for each additional day the lot rental amount is past due.

3. Returned Check Charge--\$_____.

4. Guest Fee--\$_____ per day per person. This fee will be assessed only if your guests' visit exceeds thirty (30) days, per year, or fifteen (15) days consecutively.

5. Lawn Maintenance--\$_____ per hour. This fee will be assessed in accordance with the extent of the Lawn Maintenance required in the Rules and Regulations.

GOVERNMENT AND UTILITY CHARGES

The mobile home owner will be responsible for payment of government and utility charges charged to the Park Owner by state or local government or utility companies. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the Park. However, the Park Owner reserves the right to recoup those costs in the form of future rent increases or other charges.

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86/SE
LAW OFFICES

PARKER, SKELDING, COSTIGAN, MCVOY & LABASKY

THE MADIGAN BUILDING
318 NORTH MONROE STREET
TALLAHASSEE, FLORIDA

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OF COUNSEL

JULIUS F. PARKER (1910-1966)
JOHN A. MADIGAN, JR. (1919-1984)
MILLARD F. CALDWELL (1897-1984)

September 25, 1986

REPLY TO: P. O. BOX 669
TALLAHASSEE, FL 32302
TELE: (904) 222-3730

Ms. Selena Einwechter
Department of Business Regulation
Bureau of Mobile Homes
725 South Bronough Street
The Johns Building
Tallahassee, Florida 32301

Re: Lamplighter Village Associates #0500775P

Dear Selena:

Enclosed are the corrections for the above-referenced mobile home park.

Sincerely,



David D. Eastman

DDE/lmw

Enclosure

DATE RECEIVED 9/25/86 @ 4:00
BY: *Elaine Swann*
BUREAU OF MOBILE HOMES
Hand Delivery

All required improvements must meet specifications as established by the Park Owner. Current specifications are available from the Park Manager's office.

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DAVID D. EASTMAN

September 19, 1986

GAYLE SMITH SWEDMARK
OF COUNSEL

JULIUS F. PARKER (1910-1966)
JOHN A. MADIGAN, JR. (1919-1984)
MILLARD F. CALDWELL (1897-1984)

REPLY TO: P. O. BOX 669
TALLAHASSEE, FL 32302
TELE: (904) 222-3730

Ms. Selena Einwechter
Bureau of Mobile Homes
The Turner Building
Koger Executive Center
Tallahassee, FL 32301

DATE RECEIVED 9/19/86 @ 4:25
BY: Susan Nixon

BUREAU OF MOBILE HOMES

RE: Prospectuses with 1986 changes

Hand-delivered

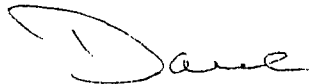
Dear Selena;

Enclosed for your review are the following prospectuses for your review:

Coral Lake Mobile Home Park 0600469P
Lamplighter Village 0500775P
Lake Bradford Estates 3700730P
Twin Oaks Mobile Home Park 4101721P
Princetonian Mobile Home Park 1300774P
Seminole Mobile Home Park 5201965P
Lucky Clover Mobile Home Park 051522P

I will be sending more soon . . .

Sincerely,



David D. Eastman

PROSPECTUS
FOR
LAMPLIGHTER VILLAGE

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN LEASING A MOBILE HOME LOT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

4. IF THIS PROSPECTUS WAS RECEIVED PRIOR TO OCCUPANCY IN A MOBILE HOME PARK, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS, OR UNTIL OCCUPANCY IN THE PARK, WHICHEVER OCCURS FIRST.

PROSPECTUS FOR
LAMPLIGHTER VILLAGE
INDEX OF CONTENTS AND EXHIBITS

I.	Park Name and Address.	1
II.	Notices and Demands.	1
III.	Description of the Park Property	1
IV.	Description of Recreational and Other Common Facilities	5
V.	Park Management.	7
VI.	Mobile Home Owners Improvements Required	7
VII.	Utilities and Services	8
VIII.	Increases in Rent and Other Charges.	10
IX.	User Fees	16
X.	Park Rules and Regulations	17
XI.	Park Zoning.	17
XII.	Exhibits	18
	Exhibit A - Rules and Regulations	
	Exhibit B - Layout of the Park	
	Exhibit C - Covenants and Restrictions	
	Exhibit D - Rental Agreement	
	Exhibit E - Ground Lease	
	Exhibit F - Settlement Agreement	
	Exhibit G - User Fee Agreement	

PROSPECTUS FOR
LAMPLIGHTER VILLAGE

I. NAME AND ADDRESS OF PARK

The name and address of the mobile home park (the "Park") is as follows:

Lamplighter Village
500 North John Rhodes Boulevard
Melbourne, FL 32935

II. RECEIPT OF NOTICES AND DEMANDS

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

Mrs. Adriane Lane, Manager
Lamplighter Village
500 North John Rhodes Boulevard
Melbourne, FL 32935

III. PARK PROPERTY DESCRIPTION

A. Lot Sizes

1. There are 442 lots in Lamplighter Village. The lots are classified as follows:

- a. Lakefront lots - 77
- b. Inside lots - 365

2. Size of Lots - the following lots are 50' x 80':

12-18, 23-30, 34-43, 48-58, 62-74, 81-101, 113-122,
125-127, 130-132, 135-137, 141-143, 146-148,
152-154, 157-159, 163-165, 168-170, 174-176,
179-181, 185-188, 192-194, 197-199, 203-205,
208-210, 214-216, 219-221, 225-227, 230-232,
236-238, 242, 245-248, 251-255, 258-263, 268-272,
275-279, 287, 288, 292, 293, 296, 297, 301, 302,
305, 306, 310, 311, 314, 315, 319, 320, 323, 324,
328, 329, 332, 333, 335-357, 359-363, 365-367,
377-386, 398-391, 395-397, 400-402, 406-408,
411-413, 417-419, 422-424, 428-430, 433-435,
439-441.

The following lots are 70' x 80':

123, 124, 133, 134, 144, 145, 155, 156, 166, 167,
177, 178, 195, 196, 206, 207, 217, 218, 228, 229,
239, 243, 244, 256, 257, 265-267, 273, 274, 286,
294, 295, 303, 304, 312, 313, 321, 322, 330, 331,
358, 364, 387, 388, 398, 399, 409, 410, 420, 421,
431, 432, 442.

The following lots are 50' x 90':

291, 298, 300, 307, 309, 316, 318, 325, 372, 373,
374, 375, 376, 392, 394, 403, 405, 414, 416, 425,
427, 436, 438.

The following lots are 60' x 90':

128, 139, 150, 161, 172, 183, 190, 201, 212, 223,
234.

The following lots are 60' x 100':

10, 32, 60, 111, 235, 290, 299, 308, 317, 326, 368,
393, 404, 415, 426, 437.

The following lots are 50' x 100':

11, 31, 33, 59, 61, 129, 138, 140, 149, 151, 160,
162, 171, 173, 182, 184, 189, 191, 200, 202, 211,
213, 222, 224, 233, 369, 370, 371.

The following lots are 50' x 110':

2-8, 102-110, 112.

The following lots are irregular in shape as follows:

1	71.83 x 60 x 81.19 x 68.25
19	60.13 x 80 x 63 x 80
20	123.05 x 81.58 x 80
21	84.61 x 43 x 78 x 45 x 65.80
22	84.61 x 64 x 80 x 52.06
44	65 x 80.62 x 75 x 80
45	120.91 x 55.01 x 43.04 x 80.62
46	175.52 x 79.25 x 55.01
47	70.69 x 80 x 58.04 x 79.25
75	55 x 80 x 75 x 80
76	80 x 38.68 x 32 x 60 x 77.16
77	55.65 x 80 x 62.49 x 79.8
78	70 x 80 x 53.45 x 80
79	70 x 80 x 53.45 x 80
80	70 x 80.12 x 53.44 x 80
240	40 x 38.34 x 4 x 104 x 24.03 x 100 x 50
241	51 x 82.82 x 50 x 80

249	79.35 x 80 x 24.03 x 112.67 x 24.49
250	115.2 x 121.05 x 80
264	196 x 80 x 71.05
280	50 x 80 x 50 x 80.04
281	50 x 80.04 x 63.99 x 87.55
282	50 x 87.55 x 36.01 x 61.82 x 79.15
283	63.64 (backside) x 61.82 x 50 x 40 x 68.89
284	50 x 93.06 x 55.44 x 21.82
285	50 x 33.14 x 111.48 x 30 x 93.06
289	80 x 50 x 85.44 x 80

B. Set-back and minimum separation distance requirements

There are several requirements of law with respect to how far each mobile home within the Park must be set back from the borders of its lot and the distance that must be maintained from each mobile home in the Park and its supporting facilities (for example, a carport) to other mobile homes, supporting facilities and structures in the Park.

The State Fire Marshal has established minimum separation and setback requirements, as follows:

Pursuant to §4A-42.05, Florida Administrative Code, the State Fire Marshal has adopted the NFPA Code. This code sets forth minimum separation distance requirements between mobile homes as follows:

5-2.1 Firesafety Separation Requirements.
5.2.1.1

Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3.04 m) side to side, 8 ft. (2.44 m) end to side or 6 ft. (1.83 m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier. (See 5-4.1)

5-4 Accessory Building or Structure Firesafety
5-4.1 Requirements.

A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than 3 ft (0.91 m) from a building, cabana, or enclosed porch on an adjacent site. A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 ft. (1.52 m) from the site line of an adjoining site.

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental rules or regulations are subject to amendment or repeal. No representation is made as to the interpretation of the set back and separation requirements set out above, nor as to the continuing applicability of such requirements after the delivery date. "Delivery date" as used herein is the date upon which the Prospectus is delivered to the tenant. Prospective tenants of the Park are advised to inquire with the above referenced authorities with respect to these matters.

Please note that the above quoted and referenced requirements concern only the set back and separation requirements applicable to the Park on the delivery date of this Prospectus, and that any one or more of such requirements may be subsequently modified or repealed. No continuing obligation is undertaken by the Park Owner to advise any Park resident or tenant of any subsequent modification, future adoption of additional requirements by any governmental body, or future repeal of these provisions. The requirements stated above may not be applicable to the Park, in whole or in part, due to the placement of homes in the Park prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes or laws; or

other laws. The prospective tenant is advised to obtain further information regarding installation of mobile homes in the Park from the appropriate permitting authority.

C. Shared Facilities

The maximum number of lots that presently share the facilities in the Park is 442. There are plans to expand by an additional 197 lots, and as those lots become available, the residents of those lots will be sharing the facilities.

IV. RECREATIONAL AND COMMON FACILITIES

The recreational and common facilities of the Park are as follows:

A. BUILDINGS

1. Building "A"--consists of approximately 1,150 square feet, with three rooms plus men's and ladies' restrooms. The Poolroom is approximately 660 square feet, the Library is approximately 115 square feet, and the Laundry is approximately 250 square feet. It has a total capacity of approximately 75 people.

2. Building "B"--consists of approximately 2,500 square feet with three (3) rooms and a ladies' and men's restroom. The meeting area is approximately 1,500 square feet, the kitchen is approximately 160 square feet, and a storage area of approximately 500 square feet. It has a total capacity of approximately 272 people.

B. SWIMMING POOL

The swimming pool is approximately 20 feet wide and 40 feet long. The pool is not heated. Its depth ranges from 3 ft. to 7 ft. The deck is approximately 3,571 square feet in size.

The swimming pool has a capacity of approximately 95 people. The deck has a capacity of approximately 80 people.

C. OTHER FACILITIES AND PERMANENT IMPROVEMENTS

A description of all other facilities and permanent improvements available for use by the mobile home owners, is as follows:

Tennis courts--there are two asphalt surface tennis courts.

Horseshoe pit--there is a clay horseshoe pit.

Boccie court--there is a clay Boccie court.

Picnic areas--there are two picnic areas: one covered and the other one open.

Shuffleboard courts--there are 4 covered and 11 courts.

Lake--there is a 28 acre lake available for fishing and non-power boat activities.

Parking--there is a permanent improvement of a parking facility used for recreational vehicles and boats. It is approximately 19,200 square feet and can accommodate approximately 40 vehicles and boats.

D. PERSONAL PROPERTY

A description of the items of personal property available for use by the mobile home owners, is as follows:

Shuffleboard equipment	Boccie Court equipment
Horseshoe equipment	Barbeque equipment
Pool room equipment	
Deck chairs, tables and umbrellas	
around swimming pool area	

E. DAYS AND HOURS OF OPERATION

The days and hours that the facilities of the Park will be generally available for use by the mobile home owners, is as follows:

The recreational facilities of the Park are generally open from 9:00 a.m. to 9:00 p.m., seven (7) days a week.

The Park Owner expressly reserves the right to alter the days and hours of operation in accordance with procedures prescribed in the Park Rules and Regulations. In case of emergency or repairs, the facility may be closed, and the residents will be notified promptly by posting such notice on the affected facility.

F. FUTURE IMPROVEMENTS

All facilities have been completed as of the Filing Date. The Owner reserves the right from time to time to alter or change any of such facilities or property by the removal, relocation or alteration of existing facilities and property or the construction of new facilities. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period after the Filing Date.

V. PARK MANAGEMENT AND MAINTENANCE

The management of the Park is the responsibility of the Park Manager. The Park Manager's office is located adjacent to the tennis court, and will have posted days and hours of operation. All questions and problems concerning park operations should be directed to the Park Manager.

The maintenance and operation of the Park property is also the responsibility of the Park Manager. Any problems which arise concerning the Park property should be directed to the attention of the Park Manager.

The Owner may from time to time employ such additional maintenance personnel as the Owner may deem necessary or appropriate to properly operate the Park. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home located in the Park, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the Park.

VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

A description of all improvements, both temporary and permanent, which are required to be installed by the mobile home owner on the mobile home lot as a condition of his occupancy in the Park, is as follows:

1. Concrete driveway--10 feet in width and a minimum of 54 feet in length.
2. Utility shed--minimum of 48 square feet.
3. Carport--aluminum with a minimum of 10 feet 6 inches in width and 36 feet in length.
4. Concrete block skirting with footing and stucco finish.
5. Concrete block stucco finished steps at each entrance.
6. Sod, deluxe landscaping.
7. All electric mobile home.

Tenants of the Park as of June 4, 1984, and those tenants of the Park prior to the delivery date of this Prospectus, were required to install the improvements as set out above upon becoming a tenant of the Park. To the extent that those tenants did not install the required permanent improvements, those requirements are still effective. There are no additional requirements established pursuant to this Prospectus as to the tenants described above.

All required improvements must meet specifications as established by the Park Owner. Current specifications are available from the Park Manager's office.

To the extent permitted by law, tenants assuming the remaining portion of a rental agreement as prescribed by Section 723.059(3), F.S., will be required to upgrade the mobile home they are purchasing from the original tenant. The assuming tenant will be required to install improvements subject to the same terms and conditions of the Prospectus or offering circular as delivered to the initial recipient.

In general and except as expressly provided to the contrary in this Prospectus, and to the extent permitted by law, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping).

The mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

VII. UTILITIES AND OTHER SERVICES

The manner in which utility and other services will be provided and the person or entity furnishing those services, is as follows:

1. Water

Water is provided by the Park which is billed to the Park residents in accordance with the settlement agreement attached as Exhibit F. Responsibility for water lines from the shut off valve at the meter to your mobile home are the mobile home owner's responsibility.

However, the Owner reserves the right, subject to the terms of the existing agreement in the Park (see Exhibit F), upon 90 days prior written notice to each owner of a mobile home in the Park, to cause each mobile home owner to be separately billed for water services either by individual meters for each mobile home lot in the Park or by an equitable apportionment of the total water charges billed to the Park.

2. Sewage Disposal

Sewage disposal is provided by the Park. Sewage disposal charges are included in the base rent, subject to pass-through of any cost increase due to an increase in gallons of water used or a rate increase as per the settlement agreement as set forth in Exhibit F. Responsibility for sewer lines within the Park are the Owner's, up to the in-ground connection of the sewer line to the mobile home. The in-ground connection and the lines to and including the mobile home lines are the mobile home owner's responsibility.

3. Waste Disposal

Waste disposal (garbage and trash Collection) is provided by the Park. The provision of adequate containers and delivering the containers to the appropriate location for pick up is the mobile home owner's responsibility. The cost of providing waste disposal services is included in the base rent.

As of the Filing Date, the Park does not separately bill the mobile home owners for the waste disposal services provided by the Park. However, the Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to (i) charge each mobile home owner separately for the waste disposal services provided by the Park through an equitable apportionment of the cost of such services, or (ii) discontinue the provision of waste disposal services by the Park and cause each mobile home owner to be separately billed for waste disposal services either by an equitable apportionment of the waste disposal service charged to the Park or by direct billing from the company or companies providing such services, or by both such apportionment and such direct billing.

4. Cable T.V.

Cable TV is provided by Cable Vision of Florida and is entirely the mobile home owner's responsibility.

5. Storm Drainage

Storm drains are provided and maintained by the Park. The cost of provision and maintenance of storm drainage services is included in the base rent.

6. Electricity

Electric power is provided by the Florida Power and Light Company. It is billed directly to the mobile home

owner, and is the mobile home owner's sole responsibility. Florida Power and Light is responsible for the electric lines to the meter including the meter. The Park is responsible for the electric meter pedestal. Electric lines to the mobile home, the main breaker, and any other connection outside the mobile home is the responsibility of the mobile home owner.

8. Changes to Utilities and Other Services. The description of the utilities and other services set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the Filing Date. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the mobile home owners within the Park may be billed separately for utilities or services that are billed to the Park as of the Filing Date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the filing date.

VIII. INCREASES IN RENT AND OTHER CHARGES

Lot Rental Amount

The mobile home owner will be responsible for payment of rent, special use fees, pass-through charges, assessments, and other financial obligations, as follows:

A. Rent--

The base rent for your lot is \$_____ per month, and will be in effect from _____, 19____, to _____, 19____.

B. Special Use Fees--

Other fees, charges, and assessments that the homeowner is responsible for are:

1. Application Fee--\$_____. This fee will be charged to all new tenants to the Park, except for the purchaser of a mobile home situated in the mobile home park from an existing resident. Prospective tenants are required to submit an application, pay the application fee, and be approved by the Park prior to becoming a tenant of the Park.

2. Late Charge--\$_____, if rent is not paid by the 1st day of the month, and \$_____ for each additional day after the 5th of the month that rent is past due.

3. Returned Check Charge--\$_____.

4. Guest Fee--\$_____ per month per person. This fee will be assessed only if your guest's visit exceeds thirty (30) days, per year, or fifteen (15) days consecutively.

5. Lawn Maintenance--\$_____ per month. This fee will be assessed in accordance with the extent of the Lawn Maintenance required in the Rules and Regulations.

C. Government and utility charges--

The mobile home owner will be responsible for payment of certain government and utility charges charged to the Park Owner by state or local government or utility companies. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the Park. However, the Park Owner reserves the right to recoup those costs in the form of future rent increases or other charges.

D. Assessments

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner, as set forth in the section on increases in lot rental of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental for the period during which the assessment is to be imposed.

E. Generally

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

The dollar amounts set above represent only the amounts charged for each rental category on the delivery date. As disclosed in this Prospectus, such amounts are subject to increase.

Wherever "0" appears above a blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the Owner on the delivery date. The amount for those charges may be increased as described in this Prospectus.

Nothing in this Prospectus shall be deemed a waiver of the Owner's right to collect from the mobile home owner any damages that the Owner may sustain as a result of or in connection with a tortious act, neglect or breach of lease by the mobile home owner or anyone permitted to be on Park property by the mobile home owner.

Increases in Lot Rental Amount

The manner in which lot rental amount will be increased, is as follows:

1. Definitions. As used in this Section VIII:

a. "Lot rental amount" means all financial obligations, except user fees, which are required as a condition of the tenancy. The lot rental amount may include any and all rents, special use fees, pass-through charges, installation and set-up charges, and other fees, charges and assessments imposed by the Owner.

b. "Special use fees" mean those separately itemized amounts for specific services or privileges which are charged in addition to rent, including, but not limited to, such charges as guest fees, pet fees and entrance fees.

c. "Government and utility charges" are defined as those amounts, other than special use fees, which are itemized and charged separately from the base rent and which represent the mobile home owner's share of costs charged to the Park Owner by any state or local government or utility company.

2. Notice of Increase. The mobile home owner shall be notified of any increase in the lot rental at least 90 days prior to the effective date of such increase.

3. Lot Rental Amount--Categories of Charges.

Current Lot Rental Amount. A description of each category of charge comprising a part of the lot rental amount as of the date this Prospectus was delivered to the mobile home owner (the "delivery date"), and the dollar amount of each such charge as of the delivery date, is set forth above.

4. Lot Rental Amount--Increases.

a. General. The lot rental amount is subject to periodic increases by the Owner. However, except for increases resulting from certain government and utility charges, the lot rental amount will not be increased more frequently than annually, except for initial tenancies which commence after the beginning of the annual rental term.

b. Factors Affecting Increases. The factors affecting the amount of increases in the lot rental amount may include Increased Costs, Prevailing Market Rent, Prevailing Economic Conditions, 15% of the previous lot rental amount, or any other of the factors set out below, each determined and evaluated by the Owner at or prior to the time of furnishing notice of any increase in the lot rental.

Factors which may affect the level of increases in lot rental are as follows:

1. Water rates
2. Sewer rates
3. Electricity rates
4. Waste disposal
5. Maintenance costs
6. Management costs
7. Property taxes
8. Major repairs or improvements. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

9. Increased costs, which refers to any increases experienced by the Owner since the delivery of notice of the last increase in the lot rental amount in the total costs arising out of the ownership, operation and management of the Park. All present and future operating expenses and other charges of every kind and nature may be taken into account in determining the total costs, and such expenses and charges may include, but not necessarily be limited to:

(a) The costs of all insurance carried by owner with respect to the Park;

(b) The cost of general repairs, maintenance and replacement;

(c) The cost of janitorial services, security, cleaning, window washing and pest control;

(d) The cost of redecorating, renovating and landscaping the common facilities or areas in the Park, and of stripping, patching and repairing any roadways, vehicular parking areas or storage areas in the Park;

(e) The costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal;

(f) The cost of providing heating, ventilating, sewage and waste disposal, air-conditioning, and any other service attributable to the operation of any recreational building or other common area or facility in the Park;

(g) Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, managing, repairing, maintaining or administering the Park;

(h) Reasonable management fees paid in connection with the operation and management of the Park, including any such fees paid to Owner or any affiliate of Owner;

(i) The cost of capital improvements or major repairs made in or for the benefit of the Park, and for the funding of any reserves for capital improvements or repairs. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

(j) Rents and additional rents payable under any ground lease;

(k) License fees, permit fees and other fees and charges payable to the State of Florida or any agency or municipality thereof.

10. Prevailing Market Rent--Refers to the lot rental amount imposed in mobile home parks comparable to this Park, or the lot rental amount willingly paid from time to time by new residents of this Park. A park will be deemed comparable if it is located in the same general vicinity as this Park, and offers similar densities, amenities and services.

11. Prevailing Economic Conditions--are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the lot rental amount or any increase in the amount thereof. These factors may include: (1) the costs attendant to the replacement of this Park in the economic environment existing at the time of any lot rental amount increase, including land acquisition costs, construction costs, and losses associated with the operation of a park prior to full occupancy, and the level at which the lot rental amount must be established in order that the Park Owner will realize a reasonable return on the costs referred to in this clause (1); (2) the level of interest rates and other financing charges associated with construction, interim and permanent financing; (3) the availability of alternative forms of real estate investments which, absent the lot rental amount increase in question, might reasonably be expected to

yield a greater return on investment capital; (4) the levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U.S. City Average--All Urban Consumers, 1967 = 100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index; (5) the level at which the lot rental amount must be established in order that the Owner will realize a reasonable return on the "Owners's Equity"; for this purpose, the "Owner's Equity" refers to the fair market value of the Park from time to time, less existing mortgage indebtedness; (6) other economic factors which might reasonably be expected to affect either the value of the Park, the rate of return available to the Owner of the Park at the existing level of lot rental amount, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of lot rental amount increase required in the Park in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Park.

12. Professional fees--including but not limited to, fees to accountants, attorneys, engineers, architects and consultants, employed to assist in the operation, management, development, and administration of the Park, including all costs of litigation.

13. The mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

14. Costs incurred as a result of actions by state or local government or utility company.

Additional Considerations

The reasons for the increase in lot rental amount will be set forth in the notice of increase. Only those factors set forth in the notice will be relied upon by the Park Owner as justification for the rent increase.

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

The sections above are intended only to provide the Park resident with a listing of factors which may be considered by the Owner in whole or in part in establishing the amount of increases in lot rental.

An increase in one or more of the above-described factors may result in an increase in the mobile home owner's rent or other charges.

Tenants assuming the remaining portion of a rental agreement as prescribed by §723.059(3), F.S., are hereby notified that upon the expiration of the assumed rental agreement, the Park Owner expressly reserves the right to increase lot rental amount in an amount deemed appropriate by the Park Owner with such increase being imposed in the manner disclosed in the Prospectus delivered to the initial recipient.

IX. USER FEES

The homeowner is responsible for the payment of user fees if the homeowner agrees to the provision of services for such fees by the Park Owner.,

"User fees" are defined as those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the Park Owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services.

User fees will be increased based upon the factors which are considered for increases in the lot rental amount. (These factors are listed in Section VIII of this Prospectus). Notice of an increase in user fee changes will be provided to the home owner ten (10) days prior to the increase. The current user fees in the Park are as follows:

Recreation Hall Use

\$ _____

X. PARK RULES AND REGULATIONS

A. Current Park Rules or Regulations

The current Park Rules and Regulations governing mobile home owners' behavior, guest procedures, time for using recreational and other facilities and any other rules, is attached as Exhibit A. These Rules and Regulations were promulgated prior to the effective date of the Florida Mobile Home Act which made several changes to the laws of the State of Florida governing mobile home parks. Accordingly, several provisions of the Rules and Regulations attached to this Prospectus as Exhibit A may need to be revised to conform to existing law.

To the extent the current Rules and Regulations are inconsistent with existing law, they are invalid.

B. Changes in Rules and Regulations

The Park Owner shall give written notice to each mobile home owner 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 the ninety (90) day period.

XI. ZONING

The nature and type of zoning under which the Park operates, the permitted uses under such zoning classification and the name of the zoning authority which has jurisdiction over the land comprising the Park, is as follows:

The property previously described is zoned TR-3, for single family mobile homes exclusive of travel trailers and recreational vehicles.

Jurisdiction over the said property is the Brevard County Planning and Zoning Commission with all water ways and lakes coming under the jurisdiction of the St. John's River Water Management District.

The Park Owner has no definite future plans to seek a change in the use of land comprising the Park. However, the Park Owner expressly reserves the right to change the use of this property at some future date. In the event the Owner decides to convert to a condominium or subdivision type of ownership, the then present tenants in the Park will be offered the right of first refusal.

XII. EXHIBITS

The following exhibits are required attachments to this Prospectus.

- Exhibit A -- Rules and Regulations
- Exhibit B -- Layout of the Park
- Exhibit C -- Covenants and Restrictions
- Exhibit D -- Rental Agreement
- Exhibit E -- Ground Lease
- Exhibit F -- Settlement Agreement
- Exhibit G -- User Fee Agreements

EXHIBIT "A"
RULES AND REGULATIONS

LAMPLIGHTER VILLAGE
APPENDIX TO
RULES AND REGULATIONS

- I. ADMITTANCE
- II. CARE AND APPEARANCE OF HOME SITE
- III. CARE AND APPEARANCE OF MOBILE HOME
- IV. RECREATION AREAS AND FACILITIES
- V. GENERAL CONDUCT
- VI. GUESTS
- VII. PETS
- VIII. VEHICLES - TRAFFIC
- IX. SOLICITING, SUBLETTING AND RESALES
- X. MOVING
- XI. UTILITIES
- XII. LIABILITIES
- XIII. RENTS AND FEES
- XIV. COMPLAINTS
- XV. MISCELLANEOUS
- XVI. ACCEPTANCE

I. Admittance

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

II. Care and Appearance of Home Site

1. Management reserves the right to enter all lots at reasonable times to inspect sites for proper use, utility maintenance and cleaning of sites.
2. Each tenant shall use his site and the improvements thereon in such a manner as to allow his neighbors to equally enjoy the use of their sites.
3. No clothes lines are permitted outside of the mobile home except for an approved umbrella type which placement is subject to management approval. Umbrella clothes lines shall be stored when not in use.
4. No one is permitted to hang hose, towels, rugs, rags or any wearing apparel on the mobile home, awning, etc.
5. Lawn care equipment, tools, etc. must be stored when not in use.
6. Boxes, bags and unsightly debris will not be permitted.
7. Fences or structural partitions of any type are not permitted between lots.
8. Storage under mobile homes is not permitted.
9. All lawn furniture is to be stored when not in use.
10. There will be no storage, maintenance or repair of cars, boats, campers, towed vehicles, etc. on a mobile home site.
11. Right of ways and unoccupied sites are to be free of all personal property.
12. Landscaping
 - a. Tenants are encouraged to landscape their site but any trees, bushes and plants shall be so arranged and approved by management to the extent that they do not interfere with the adjoining tenants or underground utilities. Obtain permission prior to planting.
 - b. Such trees, plants and shrubs shall be maintained in an attractive manner by the tenant.
 - c. Lawn cutting unless otherwise desired by the tenant will be provided by the management. If tenant desires to cut own lawn mowing is allowed anytime except before 9:00 AM and after 6:00 PM and on Sundays and holidays.

III. Care and Appearance of Mobile Home

1. Mobile homes must be kept clean and in good repair.
2. Hitches or tow bars must be removed.
3. Park is not responsible for the tenant's mobile home, utilities, drain pipes, etc. unless home is under warranty.
4. Skirting must provide access for utility repair and inspection.
5. All steps must be constructed of approved material.
6. The management reserves the right to establish building codes for any and all buildings and appurtenances placed on or within the boundaries of each mobile home site.

7. Management or its designated agent shall have the sole right to place, level and hook-up mobile homes on their sites.
8. Mobile homes are to be placed in accordance with the position initially designated by management.
9. After a mobile home has been placed, positioned or hooked up no repairs, replacement, reconnections, disconnections, additions, alterations or modifications will be permitted without the written consent of management.
10. No window type air conditioners are permitted.
11. Carport and Storage Shed
 - a. A carport and storage shed are required on each new home set-up in the park for a tenant.
 - b. The buyer of a used home not having a carport and/or storage shed must agree to have them erected within one month after buying the home. The carport and shed must meet or exceed the material and design standards of those installed on other homes in the park. Approval of the plans must be obtained from the management.

IV. Recreation Areas and Facilities

1. All tenants shall have equal rights and responsibilities in connection with the use of the Recreation Building and Facilities including shuffleboard courts, swimming pool, kitchen, etc. all of which are provided by management for the tenant's pleasure, convenience and happiness.
2. Recreation areas and facilities will be open from 9:00 AM to 9:00 PM.
3. Specific rules pertaining to each recreation facility as posted by management are to be observed.
4. In the event of repeating violators management shall have the right to deny tenant or tenant's guests use of the recreation facilities.
5. Equipment and facilities are to be used at your own risk.
6. All tenants are required to leave equipment and buildings in good condition. If anything is out of order when you arrive report it to the management immediately.
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.
8. The riding of trail bikes and motorcycles through the park is not permitted.
9. Lake Rules
 - a. No gasoline motors are allowed. Electric motors may be used.
 - b. Sailboats and small craft up to 12' in length and 5' beam are allowed.
 - c. Fishing is permitted along the lake shore on tenant's own site, green areas and the boardwalk.

V. General Conduct

1. Tenants 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.
2. Tenants are to obey all applicable city, county and state laws and ordinances.
3. No firearms are to be discharged in the park.
4. If fire, police or ambulance services are called management should be notified.

VI. Guests

1. Tenants are responsible for their guests.
2. Guests are not permitted to bring pets into the park.
3. Only registered guests will be permitted to use the recreation facilities. They must be accompanied by a tenant.
4. Tenants may have registered overnight guests for 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. Underage guests are welcome in reasonable moderation with adult supervision.

VII. Pets

1. Pending the approval of management only one pet per site is allowed.
2. A listing & description of each pet is required in the park office.
3. Pets must be kept on a leash at all times while outside. Violators will be asked to leash or dispose of the pet.
4. Pets are never allowed in the recreation areas, laundry or park buildings.
5. No pet houses are allowed on sites.
6. All loose pets will be taken to the animal shelter.
7. In the event of justified complaints the pet owner will be warned once. On the second justified complaint the owner will be requested to dispose of the pet.
8. Pets waste must be picked up and disposed of properly.

VIII. Vehicles - Traffic

1. Management reserves the right to control all vehicles or pedestrian traffic within the Park.
2. Vehicles must observe the posted speed limits.
3. Pedestrians have the right of way, bicycles and golf carts second, automobiles third. BE CONSIDERATE AND SAFETY CONSCIOUS.
4. Repairs or mechanical maintenance on vehicles is prohibited.
5. Autos must be in reasonable repair. Those dripping oil or gasoline must be repaired in a timely way. Drip spots on parking surfaces must be cleaned up by tenant.
6. Parking of autos is restricted to the carport or driveway except for visitors who must park in designated areas.
7. Trucks over 3/4 ton are not permitted in the park.

IX. Soliciting, Subletting and Resales

1. No subletting is allowed.
2. Mobile home sites are not transferrable.
3. Management shall not deny tenants the right to sell his mobile home within the park.
 - a. Tenants selling their home cannot guarantee prospective buyers a site in the park. Buyers must be approved like any new tenant.
 - b. If buyer doesn't qualify the mobile home must be moved from the park.
 - c. Management will assist or sell the mobile home for the seller at a reasonable fee to be agreed upon.
 - d. A 12" x 12" "For Sale" sign may be placed in the window of the mobile home. Management must be notified of the placement of "For Sale" signs.
4. No advertisements shall be displayed in park except as designated by management.
5. No commercial or professional activities are allowed in the park.
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.
7. Please notify park office if you are bothered by solicitors or peddlers.

X. Moving

1. Tenant shall give Landlord at least thirty (30) days notice in writing prior to moving otherwise an additional month's rent will be charged.
2. Management shall supervise the moving of a home from the park.

XI. Utilities

1. City water is provided by the park and included in the rent.
 - a. Running water shall not be left unattended.
 - b. The washing of cars and mobile homes is permitted only with the use of shut-off type hose nozzles.
 - c. Water leaks should be reported to management.
2. Outside antennas of any kind are not permitted without the express approval of management.
3. Refuse
 - a. Garbage collection is included in the rent and furnished twice a week.
 - b. Garbage containers with tight fitting lids shall be kept in an inconspicuous place.
 - c. Refuse must be taken to the curb in sealed plastic bags for pick-up unless prior arrangements have been made with management.
4. Laundry
 - a. Laundry facilities are provided for tenant's daily use from 8:00 a.m. to 9:00 p.m.

- b. Users shall obey machine operating instructions. Do not overload machines.
- c. Tenants are responsible for cleaning machines after use.
- d. Dyeing is not allowed in washing machines.
- e. Ownership is not responsible for clothes lost, stolen or damaged.

XII. Liabilities

1. Park owners and management absolve themselves from all liability or responsibility pertaining to personal injury from any cause whatsoever to any tenant, guest, visitor or pet.
2. Park ownership shall not be liable for any loss or damage to mobile homes or personal property by fire, theft, accident or any cause whatsoever.
3. Tenants are responsible for acts by themselves, their families, guests or pets.

XIII. Rents and Fees

1. All rental spaces are based upon one or two adult 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.
3. Rent is to be paid to the park office. If tenant is out of town rent can be mailed to park office at 500 North John Rodes Blvd. Melbourne, Florida 32935.
4. Management shall provide tenant at least ninety (90) days notice of any change in rent or miscellaneous fees.
5. Tenants should notify the management when leaving the park for more than three days and advise when they expect to return.

XIV. Complaints

1. Complaints from tenants must be in writing and signed and addressed to management. Management will react in a fair and reasonable manner.
2. Rule infractions will be brought to the tenant's attention as part of landlord service.

XV. Miscellaneous

1. The park office is open Monday to Friday. Park office will be closed Saturdays, Sundays and all legal holidays.
2. The park manager is a resident and may be called upon at any reasonable time for any prudent reason.
3. The rules and regulations may be changed or amended with thirty days notice.
4. Any notice from landlord to tenant shall be mailed or delivered to the tenant's address in the park.
5. Lamp post lights are owned and maintained by the homeowner. Please ask if you need assistance. The labor is free, but of course, the

homeowner must pay for parts if required. A good safety conscious resident of Lamplighter Village is proud to keep his or her light on even when away. The cost of continual day and night operation according to FP&L is less than 60¢ per month. The above maintenance policy applies to mailboxes also.

XVI. Acceptance

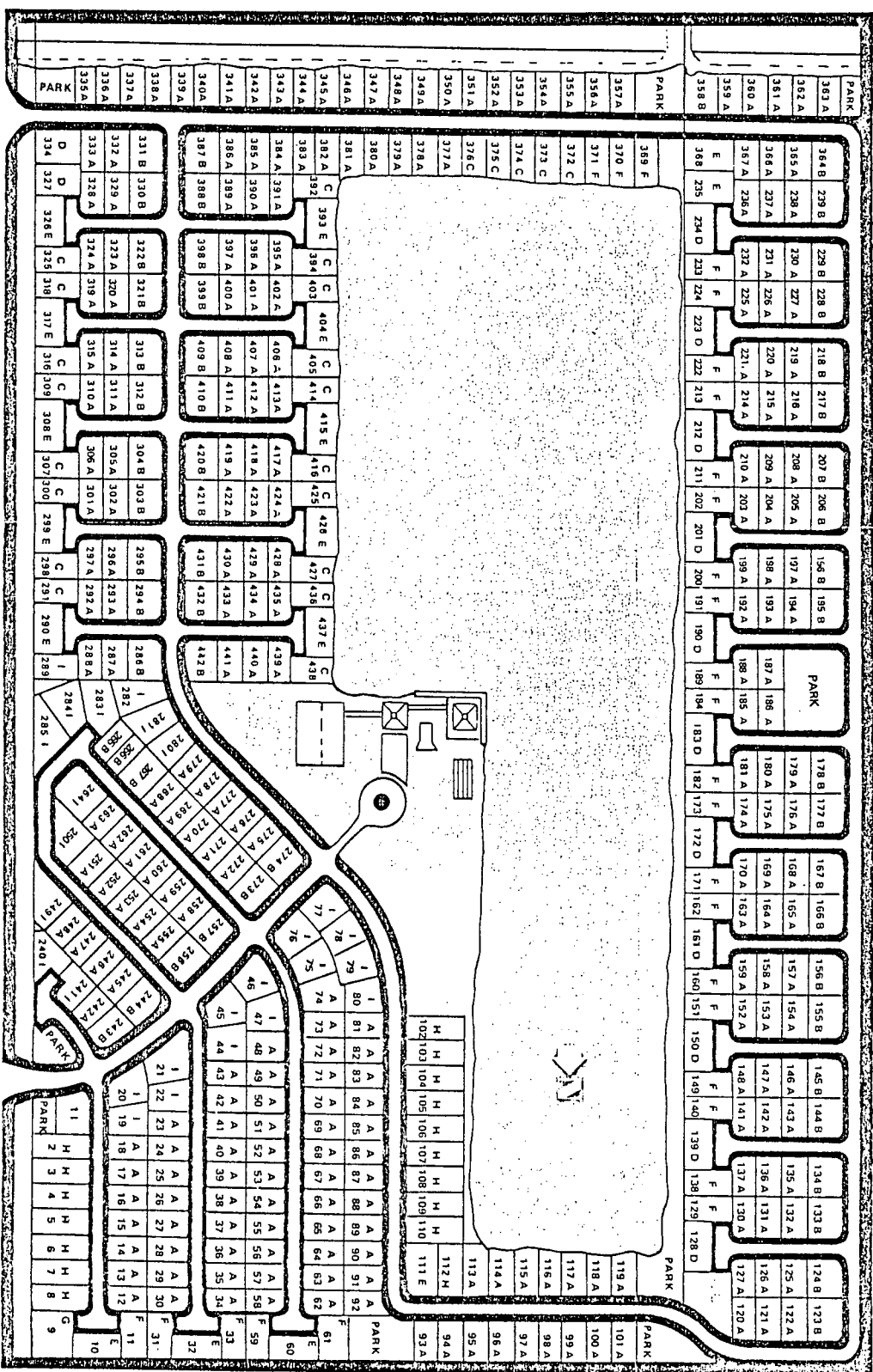
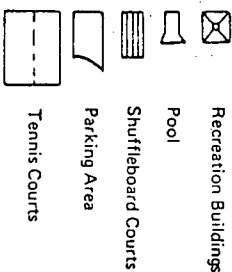
1. By accepting tenancy in this park the resident agrees to abide by these and other park rules as well as all federal, state and local laws.
2. Any violation may terminate a spaceholder's occupancy with thirty (30) days written notice.
3. The spaceholder will remove all structures from the space site and leave site in orderly condition.
4. The spaceholder may terminate his occupancy upon like notice to the management and upon the same conditions.

EXHIBIT "B"
LAYOUT OF THE PARK

RECREATION **OFFICE ...**

Everything you've been looking for... and more!

- KEY**
- A - 50 x 80
 - B - 70 x 80
 - C - 50 x 90
 - D - 60 x 90
 - E - 60 x 100
 - F - 50 x 100
 - G - 80 x 110
 - H - 50 x 110
 - I - Irregular Shape (4,000 - 6,000 ± square feet)



EXHIBIT

- Tennis Courts (2) Asphalt
- Poolroom 24½ x 27
- Library 12 x 9½
- Laundry 27 x 9
- Restrooms
- Rec Hall 4½ x 30
- Small Kitchen, (stove, refrig., sink)
- Restrooms
- Shuffleboard Courts (4) asphalt
- Horseshoe Court - clay
- Boccie Court - clay
- Picnic Area (2) one covered
- Parking for R.V. & boats
- Large Lake for boating

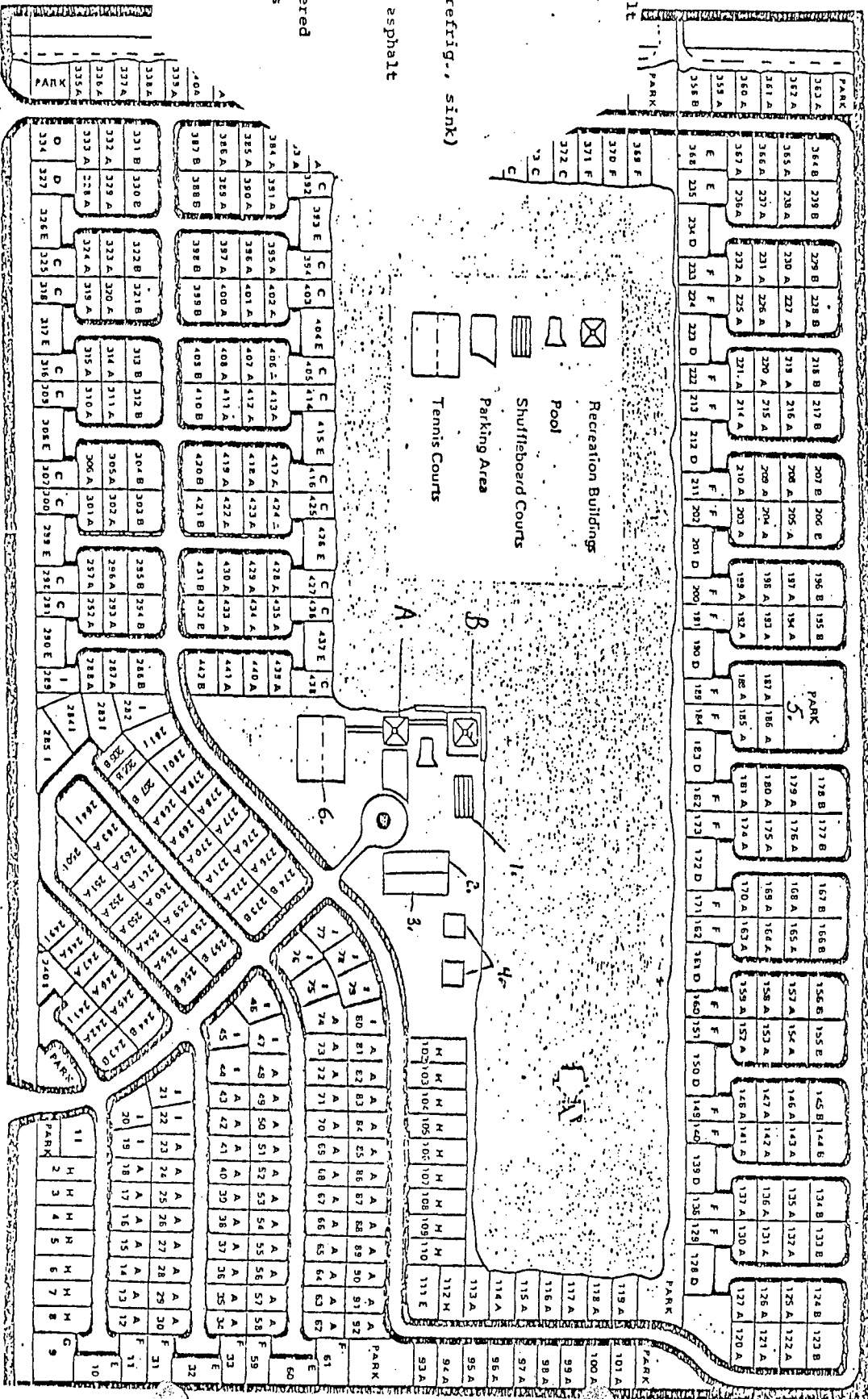


EXHIBIT "C"
COVENANTS AND RESTRICTIONS

There are no covenants or restrictions applicable to this Park that are not set out in the Prospectus.

EXHIBIT "D"
RENTAL AGREEMENT

LAMPLIGHTER VILLAGE

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into on this _____ day of _____, 19____, by and between LAMPLIGHTER VILLAGE, hereinafter referred to as LANDLORD, and _____, hereinafter referred to as TENANT.

WITNESSETH: That in consideration of the lot rental amount, covenants and agreements to be kept and performed by tenant hereunder, landlord demises to tenant and tenant leases from Landlord the premises subject to the terms and conditions as hereinafter set forth.

1. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term.

2. It is specifically understood and agreed by and between the parties hereto that Chapter 723, Florida Statutes, governs this Rental Agreement.

3. Landlord hereby leases to Tenant for installation thereon of Tenant's mobile home the certain property described as lot _____, to be occupied solely as a private dwelling only by Tenant. In no event shall the total number of occupants exceed that permitted by this Agreement, Rules and Regulations of the Park, or applicable laws.

4. The term of this rental agreement shall be for a period of _____ months, commencing on the _____ day of _____, 19____, and terminating on the _____ day of _____, 19____.

5. Tenant's Financial Obligations

RENT:

\$ _____, per month, payable in advance on the _____ day of each month. All rental payments are payable to:

Lamplighter Village
Mrs. Adriane Lane, Manager
500 North John Rhodes Boulevard
Melbourne, FL 32935

SPECIAL USE FEES:

Other fees, charges, and assessments that the homeowner is responsible for are:

1. Application Fee--\$_____. This fee will be charged to all new tenants to the Park, except for the purchaser of a mobile home situated in the mobile home park from an existing resident. Prospective tenants are required to submit an application, pay the application fee, and be approved by the Park prior to becoming a tenant of the Park.
2. Late Charge--\$_____, if rent is not paid by the 1st day of the month, and \$_____ for each additional day after the 5th of the month that rent is past due.
3. Returned Check Charge--\$_____.
4. Guest Fee--\$_____ per month per person. This fee will be assessed only if your guest's visit exceeds thirty (30) days, per year, or fifteen (15) days consecutively.
5. Lawn Maintenance--\$_____ per month. This fee will be assessed in accordance with the extent of the Lawn Maintenance required in the Rules and Regulations.

GOVERNMENT AND UTILITY CHARGES:

The mobile home owner will be responsible for payment of government and utility charges charged to the Park Owner by state or local government or utility companies. The charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the Park. However, the Park Owner reserves the right to recoup those costs in the form of future rent increases or other charges.

ASSESSMENTS:

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner as set forth in the section on increases in lot rental amount of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental amount for the period during which the assessment is to be imposed.

6. The Landlord may raise the amount of rent and special use fees and other charges annually effective the 1st day of January each year. The Landlord will furnish at least ninety (90) days advanced notice to a tenant of any increase in rent or other fees and charges. Certain government and utility charges may be charged more often than annually. Increases in lot rental amount will be determined in the manner disclosed in the prospectus. The increased base rent or other fees or charges shall automatically become a part of the rental agreement upon renewal unless the tenant shall advise the landlord in writing thirty (30) days prior to the expiration of the current term of tenants intention to vacate the premises and not enter into a new term.

7. It is hereby understood and agreed that the Landlord will furnish recreation facilities, water (for normal consumption), sewage disposal, and garbage service to the Tenant. All other services are on a fee-paid basis, and are the residents sole responsibility.

8. The Tenant agrees to abide by all Rules and Regulations of the Landlord, a copy of the current Rules and Regulations being attached hereto and being incorporated herein by reference. The parties hereto agree that said Rules and Regulations may be amended from time to time, those amendments being reasonable and necessary for the proper and efficient operation of the park and for the health, safety and welfare of the residents of the park. The parties hereto agree that the rules and regulations will not be changed without written notification to the tenant at least ninety (90) days prior to implementation of such change, in accordance with procedures prescribed by Chapter 723, Florida Statutes.

9. Tenant shall not assign this Rental Agreement, or any interest therein, and shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises without the specific, written consent of the Landlord. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.

10. Landlord may evict Tenant for:

- (a) non-payment of rent;
- (b) conviction of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety, or welfare of the other residents of the park;
- (c) violation of a park rule or regulation, this rental agreement or Chapter 723, F.S., as prescribed by §723.061, Florida Statutes;
- (d) a change in the use of land comprising the mobile home park or portion thereof;

- (e) failure of the purchaser of the mobile home situated in the park to be qualified as and obtain approval to become a tenant, such approval being required by the rules and regulations attached hereto.

11. The parties agree that if the Landlord determines that the Tenant is to be evicted for violating the Rules or Regulations of the Park, Landlord will deliver written notice of the grounds upon which Tenant is to be evicted, at least thirty (30) days prior to the time Tenant is to vacate the premises.

12. If the Tenant shall fail to pay the rent or any other fee, charge or assessment specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreements of this Rental Agreement, the Landlord may, at his option, terminate this Rental Agreement and all rights of the Tenant hereunder, at which time the Tenant agrees to vacate the premises. If the Tenant fails to voluntarily vacate the premises after termination, the Landlord may bring an action for possession in the county court and Tenant agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expended by Landlord.

13. The rights of the Landlord contained herein are cumulative, and failure of the Landlord to exercise any right shall not operate to forfeit any other rights of the Landlord. No waiver by the Landlord of any condition or covenant shall be deemed to constitute or imply a further waiver of any other conditions or covenants.

14. This Rental Agreement shall be binding upon, and inure to the benefit of Landlord and Tenant, and their respective heirs, personal representatives, successors and assigns.

15. A purchaser of Tenant's mobile home must qualify with the requirements for entry into the park under the Park Rules and Regulations, which must be approved in writing by the Landlord.

16. In the event that during the term of this Rental Agreement any portion of the premises is condemned by any public entity, including federal, state or local governments or public or private utilities having such lawfully established power, Tenant shall have the right to terminate this Rental Agreement as of the date of taking; however, in no event shall Tenant be entitled to or have any right in the proceeds awarded to Landlord in such proceeding. Landlord agrees to prorate any rent received by Landlord from Tenant as of the date of taking as long as the Tenant is in full compliance with the Rules and Regulations and the payment of rent and charges as set forth herein.

17. This agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, inducements or conditions, express, implied, or written. No termination, revocation, waiver, modification or amendment of this agreement shall be binding unless in writing and signed by all of the parties hereto.

18. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter and vice versa.

19. In the event that any section, paragraph, or subparagraph of this Agreement is held unenforceable by any court, this Agreement shall be deemed to have been executed by the parties hereto with such sections, paragraph, or subparagraphs not having been included herein, and the remainder of the Agreement shall not be void thereby.

20. It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damages or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said property.

21. Tenant's Liability: The Tenant shall be liable for all damages occasioned by the Tenant's occupancy and use of said premises, and agrees to hold the Landlord harmless from and against all claims for damages or personal injury caused by Tenant.

22. Landlord's Lien: The Landlord shall have a lien on the Tenant's mobile home to secure the payment of all rent due the Landlord hereunder together with any and all other charges owed to the Landlord by the Tenant. The Landlord shall have the right to foreclose said lien in the same manner as the foreclosure of a security interest in personal property under the Uniform Commercial Code.

23. Mortgage Subordination: The Tenant acknowledges that this lease is subordinate to the lien of any mortgage on said mobile home park or any mortgages subsequently placed on said mobile home park by the Landlord, and the Tenant agrees to execute any documents required by a mortgagee of Landlord acknowledging said subordinate interest.

Each of the Regulations of the park are specifically incorporated into this Rental Agreement by reference. Tenant hereby acknowledges that prior to executing this Rental Agreement he or she has had a reasonable opportunity to read and review this Rental Agreement including the park rules and regulations, and by signing this Rental Agreement he or she binds himself or herself to fully abide by this Rental Agreement and said Regulations.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD

TENANT

By _____

TENANT

WITNESS TO TENANT/LESSEE

WITNESS TO LANDLORD/LESSOR

WITNESS TO TENANT/LESSEE

WITNESS TO LANDLORD/LESSOR

EXHIBIT "E"
GROUND LEASE

There are no underlying ground leases for the property
constituting the mobile home park.

EXHIBIT "F"
SETTLEMENT AGREEMENT

EXHIBIT "G"
USER FEE AGREEMENT

There are currently no user fees charged in the Park.

DATE PROSPECTUS DETERMINED ADEQUATE

REVISION DATE (if applicable)

IDENTIFICATION NUMBER ASSIGNED BY DIVISION

MOBILE HOME LOT TO WHICH PROSPECTUS APPLIES

DEPARTMENT OF BUSINESS REGULATION
DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES
725 SOUTH BRONOUGH STREET - JOHNS-BUILDING
TALLAHASSEE, FLORIDA 32301-1926

PARK OWNER 1986 LEGISLATIVE CHANGES TO APPROVED PROSPECTUSES
QUESTIONNAIRE

This questionnaire applies only to a prospectus filing which was approved prior to July 1, 1986. To facilitate the processing of your filing, this questionnaire should be completed for each prospectus which is revised to reflect changes as a result of 1986 amendments to the Florida Mobile Home Act. No filing fee is required.

FOR STAFF USE ONLY

File Number 0500775

Lists of Lots No

Originally Filed 12/31/84

Reviewed By one 1/7/87

Date Approved 5/19/86

Recommended one 1/7/87

TO BE COMPLETED BY PARK OWNER

(1) Name of Mobile Home Park Lamplighter Village

Address 500 N. John Rhodes Blvd.

City Melbourne County Brevard State FL Zip 32935

(2) Name of Park Owner Lamplighter Village Associates

Address Suite 2200, 1001 S. Bayshore Drive

City Miami County Dade State FL Zip 33131

Telephone Number (305) 358-2750

(3) Name of Person Filing Revised Prospectus Gerard Berger

Address Suite 2200, 1001 S. Bayshore Drive

City Miami County Dade State FL Zip 33131

Telephone Number (305) 358-2750

(4) What is the prospectus identification number assigned to this filing? 0500775P

(5) Was the original prospectus delivered to home owners prior to July 1, 1986? Yes X No

(6) How many lots will be offered for rent or lease using this prospectus?

Attach a listing of the lot numbers for which this prospectus will be offered.

(7) How many lots will actually receive this prospectus? unknown at this time

If known at the time of filing, attach a listing of the lot numbers or other designation for which this amended prospectus will apply.

If not known at the time of filing, Rule 7D-30.02(4), Florida Administrative Code, requires submission of this information no later than the first day of March and September each year.

(8) Was the previously approved (non-revised) prospectus delivered on or after July 1, 1986? Yes No X

If yes, please provide a listing of the lots. A listing of vacant lots is provided. All other lots received the prospectus prior to July 1, 1986.

(9) Will the revised prospectus be offered to any home owners who were June 4, 1984, tenants? Yes No X

(10) Does the park owner charge any current user fees? Yes No X

(11) Is the information contained herein true and correct as of the date hereof and to the best of your knowledge are all material facts present? Yes X No

IN FILING THE 1986 REVISED VERSION OF THE PROSPECTUS, THE PARK OWNER MUST SUBMIT A FULLY REVISED COPY.

David D. Eastman

September 2, 1986

(Type or Print Name)

(Date)

David D. Eastman
(Signature of Park Owner)

Agent

(Title)