Division of Florida Condominiums, Timeshares, and Mobile Homes Boyd McAdams, Director 2601 Blair Stone Road Tallahassee, Florida 32399-1030

Phone: 850.488.1122 • Fax: 850.921.5446

Halsey Beshears, Secretary

Ron DeSantis, Governor

VIA EMAIL ONLY TO: zilee@floridahousinglaw.com

September 1, 2020

Zachary J. Lee, Esquire Lutz, Bobo & Telfair, PA 2155 Delta Blvd., Ste. 201-B Tallahassee, Florida 32303

RE: LAMPLIGHTER VILLAGE

CAL-AM PROPERTIES, INC. PR8321/ PRMZ000569 - P1, PA

A00011: Prospectus: person authorized to receive notices and demands, recreational and common facilities, mobile home owner requirements, utilities, lot rental amount, user fees; rental agreement: update year, payments, special use fees; revised rules and regulations: occupancy, lot care, vehicles, right of first refusal, payments, insurance, swimming pool rules; new user fee agreement; new lot layout

Dear Mr. Lee:

We have completed our examination of the amendment received in this office on August 11, 2020 and the latest revisions received on August 26, 2020. The amendment, attached as Exhibit A, is adequate to meet the requirements of chapter 723, Florida Statutes.

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

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

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

Sincerely

BUREAU OF STANDARDS AND REGISTRATION

Katherine R. Mason

Katherine R. Mason

Real Estate Development Specialist

Bureau: 850.487.9832

Direct: 850.717.1461

E-mail: <u>katherine.mason@myfloridalicense.com</u>
Web: <u>www.myfloridalicense.com/dbpr/lsc</u>

Attachment

Exhibit A

(Pertinent to PR8321/PRMZ00569 – P1, PA) Lamplighter Village September 1, 2020

Amendment to prospectus, rental agreement, rules and regulations, lot layout See attached.

EXHIBIT A

P1 PROSPECTUS

(INDEX PAGE)

IX. User Fees

[RENUMBER REMAINING]

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 E - User Fee Agreement(s)

II. RECEIPT OF NOTICES AND DEMANDS

The following entity is authorized to receive notices, demands and service of process on the park owner's behalf:

Cal-Am Properties, Inc.
16255 Ventura Blvd., Suite 410
Encino, CA 91436

Cal-Am Properties, Inc. 385 Clinton Street Costa Mesa, CA 92626

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 <u>Library Computer Lab</u> 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 1,500 750 square feet, the kitchen is approximately 160 square feet, a fitness center of approximately 750 square feet, and a storage area of approximately 500 square feet. It has a total capacity of approximately 272 people.
- <u>3. Carriage House consists of approximately 5,200 square feet; one large room consisting of men's and women's restrooms, a kitchen of approximately 900 square feet, and four (4) storage closets totaling approximately 180 square feet.</u>

B. SWIMMING POOL

The swimming pool is approximately 20 feet wide and 40 feet long. The pool is not heated at the sole discretion of Park Management. 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 16 people. The deck has a capacity of approximately 80 people.

C. OTHER FACILITIES AND PERMANENT IMPROVEMENTS

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

Horseshoe pit-there is a clay horseshoe pit. Pickleball Courts - there are pickleball courts located adjacent to the tennis courts.

Bocce courts -- there are bocce courts located adjacent to the shuffleboard courts in the Lamplighter Sports Complex.

Mini-golf course - there is an 18-hole mini-golf course located adjacent to the shuffleboard courts in the Lamplighter Sports Complex.

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

Pavilion, Tiki Hut and Grill Area, Second Tiki Hut - these facilities are located adjacent to the swimming pool area.

Shuffleboard courts - there are 4 covered and lit shuffleboard courts located adjacent to the bocce ball courts in the Lamplighter Sports Complex.

Dog Park – there is a dog park located on the northwestern side of the Park.

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

Parking RV Storage Area -- there is a permanent improvement of a parking facility storage area used for recreational vehicles and boats. It is approximately 19,200 square feet and can accommodate approximately 40 28 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 Horseshoe equipment Pool room equipment

Boccie Bocce Court equipment Barbeque equipment

Deck chairs, tables and umbrellas around swimming pool area

DAYS AND HOURS OF OPERATION E.

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. Buildings "A" and "B" and the Carriage House are all generally open from 8:00 a.m. to 10:00 p.m. The swimming pool and all other recreational and common facilities, however, will be open daily from one half-hour after sunrise to one half-hour before sunset.

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MOBILE HOME OWNER REQUIRED IMPROVEMENTS

Concrete block or vinyl skirting with footing and stucco finish.

5. Concrete block stucco, wood, or similar finished steps at each entrance.

VII. UTILITIES AND OTHER SERVICES

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. Water service is provided to the home owners by the City of Melbourne. Any charges for this service are billed directly to the home owners by the City of Melbourne, and such charges are not included in the lot rental amount. 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

Sewage disposal is provided by the Park. Sewage charges are included in the lot 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. Sewage service is provided to the home owners by the City of Melbourne. Any charges for this service are billed directly to the home owners by the City of Melbourne, and such charges are not included in the lot rental amount. 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 Waste Management via curbside pickup. The provision of adequate containers and delivering the containers to the appropriate location for pick up is the mobile home owner's responsibility. Containers for waste disposal are provided by Waste Management and must be maintained by the mobile home owners; 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 <u>Park</u> 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 various providers and is entirely the mobile home owner's responsibility. Any charges for such service are not included in the lot rental amount.

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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. Charges for electricity service are not included in the lot rental amount. 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.

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 Park 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

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

	A.	Base	Rent
		The	base rent for your lot is \$ per month, and will be in effect from, \frac{19}{20}
	B.	Spec	ial Use Fees
· month,	• , and \$	2.	Late Charge\$, if rent lot rental amount is not paid by the 1st day of the for each additional day after the 5th of the month that rent lot rental amount is past due.
•	•	<u>6.</u>	Water Charge – billed each month based on the home owner's individually-metered usage.
		<u>7.</u>	Sewer Charge – billed each month based on the home owner's individually-metered usage.
• Additio	onal Cor	nsideratio	· ons

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 and Professional Regulation, or any other agency having jurisdiction over the operation of this mobile home park.

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 at least ten (10) days prior to the increase. The current user fees in the Park are as follows:

V	eh	ic	le	St	or	ag	e F	ee'

EX. 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.

XI. ZONING

The Park Owner has no definite future plans to seek a change in the use of land comprising the Park. However,

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 <u>Park</u> Owner decides to convert to a condominium or subdivision type of ownership, the then present tenants home owners 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 E -- User Fee Agreements

P1 LEASE AGREEMENT

•	THIS	RENTAL	AGREEMENT,	made 19 20		entered and between	into een LAN	on MPLIC	this SHTER	VILLAGE	day . hereina	of after
		NDLORD, an red to as TEN				***************************************						
•	• 4.	The term o	f this rental agree	ment shal	I he fo	r a neriod	l of		months	, commen	cina on	the
***************************************	day of		1 101101 45100			1 9 20			inating o		_	y of

, 19 20	
5. Tenant's Financial Obligations	
\$, per month, payable in advance on the day of each month. All <u>lot</u> read amount payments are payable to <u>Lamplighter Village</u> . <u>Payments may only be made via one of the following Management-approved electronic payments; ACH; or via regular mail at:</u>	ntal ng:
Lamplighter Village Mrs. Adriane Lane, Manager 500 North John Rhodes Boulevard Melbourne, FL 32935	
Cal-Am Properties 4830 East Main Street Mesa, AZ 85205	
SPECIAL USE FEES:	
• • • <u>6.</u> <u>Water Charge – billed each month based on the home owner's individually-metered usage.</u>	де.
<u>7.</u> <u>Sewer Charge – billed each month based on the home owner's individually-metered usas</u>	<u>ze.</u>
7. It is hereby understood and agreed that the Landlord will furnish recreation facilities, water (for norm consumption), sewage disposal, and garbage service to the Tenant. All other services are on a fee-paid basis, and are the residents sole responsibility. Waste disposal service, lawn mowing, storm drainage within the Park, and maintenance the recreational and common facilities are provided to the Tenant as charges in the lot rental amount. Waste disposal lawn mowing, storm drainage within the Park, and maintenance of the recreational and common facilities are all included in the base rent. 8. The Tenant agrees to abide by all Rules and Regulations of the Landlord, a copy of the current Rul and Regulations being attached hereto and being incorporated herein by reference. The parties hereto agree that sa 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 nine (90) days prior to implementation of such change, in accordance with procedures prescribed by Chapter 723, Floric Statutes. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the publicalth, safety and welfare may be enforced prior to the expiration of the 90-day period. 10. Landlord may evict Tenant a mobile home owner, mobile home occupant, mobile home tenant, or a state of the residents of the residents of the services are almost the residents of the residents of the residents of the residents of the publicalth, safety and welfare may be enforced prior to the expiration of the 90-day period.	es id he es tty da ic
mobile home itself for any of the reasons set forth in section 723.061, Florida Statutes. for:	MADON
(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;	re
(c) violation of a park rule or regulation, this rental agreement or Chapter 723, F.S., as prescribe by §723.061, Florida Statutes;	d
(d) a change in the use of land comprising the mobile home park or portion thereof;	
(c) failure of the purchaser of the mobile home situated in the park to be qualified as and obtain	n
6	

approval to become a tenant, such approval being required by the rules and regulations attached hereto.

.

Each of the <u>Rules and</u> 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 <u>Rules and</u> Regulations.

PA PROSPECTUS

(INDEX PAGE)

VIII. Increases in Rent and Other Charges Lot Rental Amount

• • • •

Exhibit A - Rules and Regulations

Exhibit B - Layout of the Park

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• • •

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- <u>3.</u> <u>Carriage House consists of approximately 5,200 square feet; one large room consisting of men's and women's restrooms, a kitchen of approximately 900 square feet, and four (4) storage closets totaling approximately 180 square feet.</u>

B. SWIMMING POOL

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C. OTHER FACILITIES AND PERMANENT IMPROVEMENTS

. . . .

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> Shuffleboard equipment Horseshoe equipment Pool room equipment

Boccie Bocce Court equipment Barbeque 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. Buildings "A" and "B" and the Carriage House are all generally open from 8:00 a.m. to 10:00 p.m. The swimming pool and all other recreational and common facilities, however, will be open daily from one half-hour after sunrise to one half-hour before sunset.

- MOBILE HOME OWNER REQUIRED IMPROVEMENTS
- Concrete block or vinyl skirting with footing and stucco finish. 4.
- 5. Concrete block stucco, wood, or similar finished steps at each entrance.
- Tenants Home owners 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 home owner.

APPROVED

The assuming tenant home owner 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.

The mobile home owner may also be required to bear, in the form of increases in the lot rental amount, the costs incurred by the Park 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

Water is provided by the Park which is billed to the Park residents in accordance with the settlement agreement attached as Exhibit F. Water service is provided to the home owners by the City of Melbourne. Any charges for this service are billed directly to the home owners by the City of Melbourne, and such charges are not included in the lot rental amount. 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. Sewer service is provided to the home owners by the City of Melbourne. Any charges for this service are billed directly to the home owners by the City of Melbourne, and such charges are not included in the lot rental amount. 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 Waste Management via curbside pickup. The provision of adequate containers and delivering the containers to the appropriate location for pick up is the mobile home owner's responsibility. Containers for waste disposal are provided by Waste Management and must be maintained by the mobile home owners; 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 Park 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 various providers and is entirely the mobile home owner's responsibility. Any charges for such service are not included in the lot rental amount.

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. Charges for electricity service are not included in the lot rental amount. 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<u>7</u>. 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

Lot Rental Amount

The mobile home owner will be responsible for payment of <u>base</u> rent, special use fees, <u>governmental and utility</u> <u>charges</u>, pass-through charges, assessments, and other financial obligations as follows:

A.		Base Re	ent
		The ba	se rent for your lot is \$ per month, and will be in effect from, \frac{1920}{2}
В.		Special	Use Fees
month, and		2.	Late Charge\$, if rent lot rental amount is not paid by the 1st day of the for each additional day after the 5th of the month that rent lot rental amount is past due.
• •	•	<u>6.</u>	Water Charge – billed each month based on the home owner's individually-metered usage.
		<u>7.</u>	Sewer Charge – billed each month based on the home owner's individually-metered usage.
 D.	•	Assessm	nents

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.

E. Pass-Through Charges

The home owner will be responsible for pass-through charges which are the home owner's

proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated

capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. The charges may be assessed more than annually
and will be assessed to the mobile home owner on a proportionate share basis "Proportionate share" means an amount
calculated by dividing equally among the affected developed lots in the Park the total costs for the necessary and actual
direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Park.
recreational and common areas and an affected developed lots in the Park.
[RENUMBER REMAINING]
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 <u>base</u> rents, special use fees, pass-through charges, installation and set-up charges, and other fees, charges and assessments imposed by the <u>Park</u> Owner.
b. "Special use fees" mean those separately itemized amounts for specific services or privileges which are charged in addition to the base rent, including, but not limited to, such charges as guest fees, pet fees and entrance fees.
2. Notice of Increase. The mobile home owner shall be notified of any increase in the lot rental <u>amount</u> at least 90 days prior to the effective date of such increase.
4. Lot Rental AmountIncreases.
a. General. The lot rental amount is subject to periodic increases by the <u>Park Owner</u> . 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 <u>Park</u> Owner at or prior to the time of furnishing notice of any increase in the lot rental <u>amount</u> .
Factors which may affect the level of increases in lot rental amount are as follows:
9. Increased costs, which refers to any increases experienced by the <u>Park Owner since</u>
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:
(h) Reasonable management fees paid in connection with the operation and management of the Park, including any such fees paid to the Park Owner or any affiliate of the Park Owner;
10. Prevailing Market RentRefers 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

11

facilities, amenities and services.

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(5) the level at which the lot rental amount must be established in order that the <u>Park</u> 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...

13. The mobile home owner may also be required to bear, in the form of increases in the lot rental <u>amount</u>, the costs incurred by <u>the Park</u> 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.

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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 and Professional 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 <u>Park</u> Owner in whole or in part in establishing the amount of increases in lot rental <u>amount</u>.

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 lot rental amount.

IX. USER FEES

"User fees" are defined as those amounts charged in addition to the lot rental amount for nonessential optional

services provided by or thorugh 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 at least ten (10) days prior to the increase. The current user fees in the Park are as follows:

Recreational Hall Use

Vehicle Storage Fee

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
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XI. ZONING
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 Park Owner decides to convert to a condominium or subdivision type of ownership, the then present tenants home owners 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 $G \underline{\underline{E}}$ User Fee Agreements
PA LEASE AGREEMENT
• • •
THIS RENTAL AGREEMENT, made and entered into on this day of, by and between LAMPLIGHTER VILLAGE, hereinafter
referred to as LANDLORD, and, hereinafter referred to as TENANT.
4. The term of this rental agreement shall be for a period of months, commencing on the day of, 1920, and terminating on the day of
5. Tenant's Financial Obligations
BASE RENT:
\$, per month, payable in advance on the day of each month. All <u>lot</u> rental amount payments are payable to <u>Lamplighter Village</u> . Payments may only be made via one of the following: Management-approved electronic payments; ACH; or via regular mail at:
Lamplighter Village Mrs. Adriane Lane, Manager 500 North John Rhodes Boulevard Melbourne, FL 32935

Cal-Am Properties 4830 East Main Street Mesa, AZ 85205

SPECIAL USE FEES:

Water Charge - billed each month based on the home owner's individually-metered usage.

Sewer Charge - billed each month based on the home owner's individually-metered usage.

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 lot rental amount increases or other charges.

PASS-THROUGH CHARGES

The tenant will be responsible for pass-through charges which are the Tenant's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. The charges may be assessed more than annually and will be assessed to the mobile home owner on a proportionate share basis.. "Proportionate share" means an amount calculated by dividing equally among the affected developed lots in the Park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Park.

- The Landlord may raise the amount of rent and special use fees and other charges lot rental amount annually effective the 1st day of January each year. The Landlord will furnish at least ninety (90) days advanced advance notice to a tenant of any increase in rent or other fees and charges lot rental amount. 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 lot rental amount 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.
- 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. Waste disposal service, lawn mowing, storm drainage within the Park, and maintenance of the recreational and common facilities are provided to the Tenant as charges in the lot rental amount. Waste disposal, lawn mowing, storm drainage within the Park, and maintenance of the recreational and common facilities are also included in the base rent.
- 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. 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 90-day period.

mobile home itself for any of the reasons set forth in section 723.061, Florida Statutes. 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;
(c) 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.
12. If the Tenant shall fail to pay the rent or any other fee, charge or assessment lot rental amount 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.
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 lot rental amount 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 lot rental amount as set forth herein.
22. Landlord's Lien: The Landlord shall have a lien on the Tenant's mobile home to secure the payment of all rent lot rental amount 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.
Each of the <u>Rules and</u> 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 <u>Rules and</u> Regulations.
P1, PA RULES AND REGULATIONS
LAMPLIGHTER VILLAGE
APPENDIX TO RULES AND REGULATIONS
I. ADMITTANCE
H. CARE AND APPEARANCE OF HOME SITE

CARE AND APPEARANCE OF MOBILE HOME RECREATION AREAS AND FACILITIES GENERAL CONDUCT **GUESTS** VII. PETS VIII. VEHICLES - TRAFFIC SOLICITING, SUBLETTING AND RESALES **MOVING** X.-XI. UTILITIES XII. LIABILITIES XIII. RENTS AND FEES XIV. COMPLAINTS - MISCELLANEOUS XVI. ACCEPTANCE Admittance T Procedures for Review of Request for Occupancy. Factors to be considered in review of an application for residency: <u>(5)</u> Criminal history and background check Grounds for denial of residency in the Community: Denial may result because of the existence of any of the following items, but is not limited to such items: Conviction of a felony under the law of any state, or the United States or conviction (3)or violation of the laws or ordinances of any state, or the United States or any county, municipality or local governmental entity which would have endangered the life, health, safety or property of the Tenants of the Community or interfered with the peaceful enjoyment of the Community by its Tenants. Criminal history which is sufficient to disqualify the Tenant for residency in the Community. Π. Care and Appearance of Home Site It shall be the responsibility of the Home Owner to ensure that his mobile home and lot are properly maintained. In general, and except as expressly provided to the contrary in the Prospectus or these rules and regulations, each Home Owner is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements

thereon, including drainage of the home site to the Community's storm drainage system; maintenance of landscaping.

including tree trimming and removal, edging and any other landscaping on the home site; trimming mowing, trimming and edging of the lawn and driveway area; and any other events which may cause the Home Owner to incur expense to maintain or repair those items within the boundaries of the home site. Trees, while still the responsibility of the Home Owner, may not be removed without having first obtained all required permit(s) and having obtained the prior written consent of the Park Manager. Please arrange yard clean up and maintenance to coincide with curbside waste collection.

The lot must be kept clean, orderly, and free of litter and debris. Home Owner must maintain lawn, landscaping, trees, and shrubbery thereon including trimming, edging, weeding, watering, and the general care thereof. If, after proper notice and an opportunity to take corrective action. Home Owner fails to properly maintain the lot to Community Standards as set forth in these Rules and Regulations, then Community Management may have the necessary work performed and charge the Home Owner for same. The Community is not responsible for damage to homes or lots resulting from acts of nature. Any alterations or modifications to a lot, including attachments, driveways, landscaping, must have the written consent of Community Management prior to commencement of work. Each Home Owner is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with community standards as set forth in these Rules and Regulations, county building and zoning codes, and other restrictions of record. Alterations or modifications to a lot made in violation of these rule and regulations must be removed or replaced in order to comply with community standards as set forth in these rules and regulations, at Home Owner's expense.

- 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. No outdoor fireplaces, fire pits, chimeneas, fire bowls, oil lamps, lanterns, or outdoor heaters of any kind are allowed. Barbeque gas grills, charcoal grills, and smokers used for outdoor cooking are allowed.
- 5. Lawn care equipment, tools, etc. must be stored when not in use. All Home Owners must maintain their mobile home, yard, and all applicable buildings in compliance with all county and State of Florida housing and health codes. Each Home Owner shall be responsible for the maintenance and cleanliness of his lot.
- Boxes, bags and unsightly debris will not be permitted. All homes and any other items placed on a lot by Home Owner, must be maintained in a clean and orderly manner and in good repair. Home Owner must repair any water leaks in or from pipes or fixtures in, on or under the home up to the point where such systems connect to the Community lines at Home Owner's lot. The exterior surfaces of the home including the eaves and trim shall be kept free of mildew, dirt, grime or discoloration. Homes must be washed at least annually. Peeling, fading, or damaged exterior surfaces, and broken windows, doors, and screens must be restored and repaired to the condition of a well-maintained home in the Community. Damaged areas or poorly painted areas of the home and accessory buildings must be repaired or repainted. Community Management reserves the right to require Home Owner to perform repairs, repainting or other maintenance that is needed to maintain Community standards as set forth in these Rules and Regulations.
- 7. Fences or structural partitions of any type are not permitted between lots. No fences are permitted in the Community except those installed by Community Owner. Mobile home parks by necessity contain extensive underground facilities; therefore, no digging of any sort will be permitted without prior consent of Community Management.
- Storage under mobile homes is not permitted. Bottles, cans, boxes, equipment, or debris of any matter shall not be stored outside or beneath the mobile home, or in a screened enclosure or patio.
- All lawn furniture is to be stored when not in use. Only furniture specifically designed for outside use is allowed outside the home. Patio furniture and grills must be placed adjacent to the home when not in use. Any temporary structures such as portable carport covers, tents and party tents, canopies, pavilions, or other similar structures are prohibited from being permanently installed on the residential lot and must be taken down daily after use and properly stored. Lawn care equipment, tools, toys, and other equipment must be stored out of sight in a neat and orderly manner

when not in use. No articles are to be stored in a visible location outside, on, or beneath the home, the deck, stoop, screened room, or patio. No outdoor equipment, including but not limited to, weight benches, trampolines, outdoor exercise equipment or other outdoor recreational equipment, major appliances, hot tubs and similar personal property or improvements, are permitted on the residential lot. Temporary structures such as pop up carports, garages or sheds are not permitted.

- 10. There will be no storage, maintenance or repair of cars, boats, campers, towed vehicles, etc. on a mobile home site. No outdoor equipment, including but not limited to, weight benches, trampolines, outdoor exercise equipment or other outdoor recreational equipment, major appliances, hot tubs and similar personal property or improvements, are permitted on the residential lot. No newly installed swing sets are allowed on the residential lot; existing swing sets may not be replaced.
- 11. Right of ways and unoccupied <u>sites lots</u> are to be free of all personal property <u>and may not be used for storage of any kind</u>. Residents are prohibited from trespassing on other Residents' lots as well as vacant and unoccupied <u>lots</u>.
- <u>Vatering hoses may not be left unattended. Excessive watering which causes draining into streets, carports, adjacent home sites or under homes is not permitted. Automatic lawn sprinkler systems must be approved prior to installation and must be constructed in accordance with applicable state regulations after appropriate permits are obtained. The watering of lawns may be restricted to designated days and times of day and by other methods to preserve this resource. The Home Owner must trim and edge along walkways, driveways and streets before they become unsightly. Sod in place on the home site at the time of occupancy must be maintained by the Home Owner. Sod destroyed or damaged by neglect, lack of water, or vehicular traffic must be repaired or replaced at Home Owner's expense. If, in the opinion of Community Management, all or part of Home Owner's lawn needs to be re-sodded, Home Owner will receive written notice from Management to complete this repair within forty-five (45) days at Home Owner's expense.</u>

1213. Landscaping.

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

III. Care and Appearance of Mobile Home

1. Mobile homes must be kept clean and in good repair. As the appearance of the manufactured home ages, or is damaged or otherwise altered in appearance, if deemed necessary or appropriate by Community Owner,

housing or health code enforcement personnel, the manufactured home shall be modified so as to be brought to the state of cleanliness and repair of a well-maintained home <u>in the Community</u>. While homes may not be required to be brought to an overall "as new" condition, repairs and maintenance may be required to repair or replace damaged, dilapidated or discolored components of the home visible from the street or from an adjacent home including resurfacing, re-siding, re-roofing, lap-siding or similar modifications.

- Hitches or tow bars must be removed.
- 3. Park Community Owner is not responsible for the tenant's mobile home, utilities, drain pipes, etc. unless home is under warranty.

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 Home Owner.

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IV. Recreation Areas and Facilities

- 1. All tenants <u>Residents</u> 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 <u>Residents</u>' pleasure, convenience and happiness.
- 2. Recreation areas and facilities <u>Clubhouses "A" and "B" and the Carriage House</u> will be open <u>daily</u> from 9:00 AM to 9:00 PM <u>8:00 AM until 10:00 PM</u>, and all other recreational and common facilities, including the swimming pool, will be open daily from one half-hour after sunrise to one half-hour before sunset.

. . . .

- In the event of repeating violators management shall have the right to deny tenant or tenant's guests 4. use of the recreation facilities. The Resident and any guests of the Residents shall be responsible for using the facilities of the Community in a reasonable manner. Destruction, vandalizing or otherwise causing some damage to the facilities may result in Community Management taking legal action, including but not limited to, eviction of the Resident or, if Community Owner so elects and Resident accepts, suspension of Resident's privileges to use the common area or recreational facility to which such violated rule applies. Acceptance of the suspension of privileges must be acknowledged by the Resident in writing and provided to Community Management no later than three (3) days from receipt of the notice of violation. If Resident elects suspension of privileges, such suspension shall be for a minimum of ninety (90) days. Any subsequent violation of common area and/or recreational facilities rules within a twelve (12) month period will unequivocally be grounds for eviction in accordance with section 723.061. Florida Statutes, without the option of suspension of privileges. In the event that there is a dispute with the Community Owner concerning the limitation of use of the facilities. Community Owner and Resident agree that the matter will be submitted to mediation from a list of mediators selected and approved by the Florida Supreme Court for use in the Circuit Court wherein the Community is located, and the Community and the Resident will each pay one-half of the cost of the mediation of this dispute.
- 6. All tenants <u>Residents</u> 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 <u>(refundable deposit)</u> per occasion. It shall be the applicant's responsibility to leave hall in clean and orderly condition.

8.	Lake	Rules

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- c. Fishing is permitted along the lake shore on tenant's own site Home Owner's own lot, green areas and the boardwalk.
- 9. Smoking: Smoking, vaping, e-cigarettes, and all other similar items are not permitted in any of the Community's recreational and common facilities.

V. General Conduct

- 1. Tenant's Residents shall keep their radios, record players, televisions, voices and other sounds at a moderate level particularly during the period from 10:00 PM to 9:00 AM. Noise or conduct which Community Management finds objectionable, which disturbs the peaceful enjoyment of the Community by neighbors, or which constitutes a nuisance to other tenants or which constitutes a breach of the peace, is prohibited. Loud noises, annoying parties, or abusive or profane language shall not be permitted at any time in the Community. Yelling, screaming, other noise-making, or the use of profanity outside the manufactured home or inside the manufactured home if audible outside the home, are not permitted in the Community. All Tenants Residents and their invitees and guests must conduct themselves in an orderly fashion and must ensure that their pets behave in such a manner as not to annoy, disturb or interfere with other Community Tenants Residents. Noise which can be heard outside of your lot will be considered too loud. Complaints filed with Community Management by other tenants Residents concerning noise or disturbances caused by another tenant Resident or such tenant Resident's guests shall be considered as evidence of a violation of these Rules and Regulations.
 - 2. Tenants Residents are to obey all applicable city, county and state laws and ordinances.
- 3. No firearms are to be discharged in the park. Residents and their guests must obey all federal, state and local laws regarding the ownership and possession of firearms. Pursuant to section 790.053, Florida Statutes, open carry of firearms is not permitted anywhere on Community grounds, including, but not limited to, the recreation hall and Community office. Violators of this rule shall be immediately reported to local law enforcement. The display or use of other dangerous instrumentalities, including but not limited to BB guns and air guns, sling shots, and bows and arrows, is not permitted in the Community. The hurling of rocks, knives, eggs, sticks, and any other missiles is strictly forbidden. Fireworks are also strictly forbidden.

VI. Guests

- 1. Tenants Residents are responsible for their guests and the conduct of their guests.
- 3. Only registered guests will be permitted to use the recreation facilities. They must be accompanied by a tenant Resident.
- 4. <u>Tenants Residents</u> may have registered overnight guests for up to fifteen (15) consecutive days or a total period of thirty (30) days per calendar year at no charge. Guests will be charged per day per person for each day over thirty. Community Management reserves the right to charge the Resident for any guests who stay beyond this period.
- 6. If Community Management, in its sole discretion, determines that a guest has violated a requirement or provision set forth in this <u>Guideline Rule</u>, and in response to such violation Community Management so requests, a guest must vacate the Community within 24 hours of delivery to the Home Owner or to the guest of a written demand to vacate.

VII. Pets

1. Pets are permitted only with prior written permission of the Community Management and payment of the applicable Pet Permit Fee (as defined in the Prospectus). Tenants Residents are required to formally apply for permission to bring a pet into the Community before the pet is allowed to be brought into the Community.

- 2. A maximum of one INSIDE pet of small size, weighing under 25 no more than thirty (30) pounds at maturity, and a true household pet, is permitted in the Community. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, bulldog breeds (including pitbulls), wolf breeds and chows] are not permitted in the Community due to their size and/or aggressive natures. Prior written approval from Community Management must be obtained as to any dog pet which is to reside in the Community, and such written approval must be obtained prior to the time the dog pet is actually brought into the Community. However, the above-stated restrictions do not apply to pets in the Community and owned by persons lawfully in residence as of the effective date of these Rules and Regulations. Thus, Tenants Residents of the Community as of the effective date of these Rules and Regulations having outside pets and/or two or more inside pets will be allowed to keep them; nonetheless, pets which would otherwise be in violation of these Rules and Regulations but which are in the Community as of the effective date thereof may not be replaced by another non-conforming pet or replaced at all if the Tenant Resident has another pet.
- of any pet will be considered. All information required on the application shall be provided with complete detail as requested. Such items requested shall include but not be limited to the name of the pet, the breed, the adult size of the pet (height and weight), the pet license tag number, the veterinarian for such pet, the length of time that said pet has been with the Tenant Resident and any history of the pet as it pertains to barking, attacking, growling or biting. The application shall be signed and dated by the Tenant Resident. Any false or incomplete information on the application, including that of the mix or breed of the pet, will be deemed absolute grounds for rejection of the pet, and shall constitute a violation of the Rules and Regulations if the pet is not immediately removed.
- 4. When a written application is submitted, the <u>Tenant Resident</u> shall bring to Community Management proof that the pet has a valid and current pet license (if a license is required by law), and that the pet has received all required vaccinations and inoculations. <u>Tenant Resident</u> shall annually be required to provide to Community Management proof of a current pet license and of vaccinations and/or inoculations as are required. This documentation shall be copied and presented to the Community within fifteen (15) days of the renewal date of any pet license and/or vaccination and inoculation requirement.
- 5. All cats and dogs, except those shown professionally, must be neutered prior to being approved for entry into the Community. Exceptions to the neutering requirement must be obtained in writing from Community Management prior to the entry of the dog or cat into the Community, and shall be determined in the sole and unique discretion of Community Management. A copy of a veterinarian's statement to that effect shall be filed by Tenant with the written application for approval of the pet. If the pet is too young to have been neutered, a veterinarian's statement must be tendered to Community Management showing the age and date when neutering is first possible, and, thereafter Tenant must show proof that the pet was neutered within thirty (30) days of that date as established by the veterinarian.
 - 65. A listing & description of each pet is required in the park Community office.
- 76. Pets must be kept on a leash at all times while outside. Violators will be asked to leash or dispose of the pet.
- 87. Pets are never allowed in the recreation areas, laundry or park buildings Community's recreational and common facilities.
 - 98. No pet houses are allowed on sites.
- 109. All loose pets will be taken to the animal shelter. Any pet found running loose may be picked up and delivered to the local animal shelter. If the animal is wearing identifying tags. Community Management may, but is not obligated to, first attempt to return the animal to its home.
- 1110. 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. No pet with a history of biting or attacking any person shall be allowed or approved. Community Management will investigate any and all written complaints concerning dogs from

any neighboring Resident. When dog owners are determined by Community Management to be out of compliance, the dog owner will be given written notice of such non-compliance, which may lead to eviction for non-compliance under these Rules.

1211. Pets' waste must be picked up and disposed of properly.

VIII. Vehicles - Traffic

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- 5. Autos must be in reasonable repair All vehicles in the Community must be in operable condition. Vehicles without current licenses and tags, or which are inoperable or in a state of disrepair, including but not limited to those which are rusted, dented, or unpainted or which are missing external parts, are not to be stored on the lot or in any other area within the Community. Those dripping oil or gasoline must be repaired in a timely way. Drip spots on parking surfaces must be cleaned up by tenant Resident.
- 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. Only individuals having a current and valid driver's license may operate a motor vehicle in the Community. The term "vehicle" shall have the same meaning as the term "motor vehicle" as defined in section 320.01, Florida Statutes, which includes, but is not limited to, a "trailer" that is without motive power and is designed to be pulled by a vehicle with a motor. Further, a "personal vehicle" shall mean a Resident's non-commercial car, truck, SUV, station wagon, minivan, or passenger van which is used for personal transportation which does not exceed "1 ton" and is without advertising logos, signage, decals, and stickers. All vehicles must have liability insurance in the minimum amount required by state law. Only personal vehicles licensed and used for daily transportation will be allowed to be operated in the Community. All other vehicles, including but not limited to, any commercial vehicle, any vehicle exceeding a "1-ton" classification, large trucks, cargo vans, step vans, semitrailers, motorhomes, recreational vehicles, buses, campers, boats, off-road vehicles, utility trailers of any type, boat trailers, motorcycle trailers or any similar vehicles, must be removed from the Community. Community Management will ban from the Community any vehicles that, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Community.
- 8. Motorcycles and mopeds operated by a <u>Tenant Resident</u> will be permitted only as transportation on Community streets via the shortest route in and out of the Community. No joyriding will be permitted within the Community by <u>Tenant Resident</u> or guests. No motorcycle shall be "revved up" or driven recklessly in the Community at any time. Motorcycles must be properly mufflered so as to emit minimal noise while in operation.

IX. Soliciting, Subletting and Resales

- 1. No subletting is allowed. No portion of the lot or manufactured home may be subleased, rented or leased by Tenant the Home Owner. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing, renting or leasing by Tenant a Home Owner shall be void, and shall constitute a default by Home Owner under this Lot Rental Agreement. Manufactured home spaces are not transferable. If the home is subleased, rented or leased without written authorization of Community Owner, no such subleasing, renting or leasing or occupancy or collection of rents shall be deemed a waiver of this provision, or of the acceptance of the subtenant, renter or lessor or occupant as tenant, or as a release of the Home Owner(s) from further performance by Home Owner(s) of the provisions of this Lot Rental Agreement.
 - 2. Mobile home sites are not transferrable transferable.
- 3. Management shall not deny tenants a Home Owner the right to sell his or her mobile home within the park Community.
 - a. Tenants Home Owners selling their home cannot guarantee prospective buyers a site residency

in the park Community. Buyers must be approved complete the application process and be approved for residency like any new tenant Resident.

- If buyer doesn't qualify for residency the mobile home must be moved from the park b. Community.
- 4. No advertisements shall be displayed in park the Community except as designated by management.
- 5. No commercial or professional activities are allowed in the park Community. No business or commercial enterprises shall be permitted to operate from or within the Community, and no advertising signs may be erected on the Tenant's Resident's lot or manufactured home. Babysitting or childcare for compensation is a commercial enterprise and is prohibited within the Community. However, babysitting or childcare which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community is allowed; however, if complaints about such babysitting activities are received by Community Management, Management reserves the right, in its sole and exclusive discretion, to prohibit future babysitting by the offending Tenant Resident(s). A "business" also includes any commercial enterprise which: (1) is required to be licensed by local or state law; (2) requires traffic from outside the Community to enter for the purpose of dealing with said business; (3) uses any type of sign or advertising on the exterior of the home; (4) includes door-to-door canvassing of Community Tenants Residents; (5) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Tenants Residents; or (6) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, renting or other business use.
- 6. Soliciting or peddling is not permitted in this Community other than Tenant Resident solicitation authorized by Chapter 723, Florida Statutes. Vendors, peddlers and agents (including representatives of nonprofit organizations and any other organizations not authorized by Chapter 723, Florida Statutes) are prohibited from commercial solicitation of any nature in the Community. Vendors, peddlers and agents, after showing proof of insurance to Community Management, may from time to time, and only upon prior written permission of Community Management, be permitted to conduct business from prearranged facilities in the Community at times and on dates specified by Community Management, but at no time will door-to-door solicitation be permitted.
 - 7. Please notify park the Community office if you are bothered by solicitors or peddlers.

X. Moving

- Tenant Home Owner shall give Landlord at least thirty (30) days notice in writing prior to moving otherwise an additional month's rent lot rental amount will be charged. Lot rental amount for the balance of the current lease term will be owed as to any home which is moved and the lot vacated prior to the end of the lease term. In the event a Home Owner intends to move his or her mobile home from the Community he must give written notice to Community Management of that intent at least 30 days prior to the end of the lease term. Movement of homes from the Community must be made between 8:00 a.m. and 5:00 p.m. so Community Management may have an inspector present. Only transporters of mobile homes, properly authorized by governing authorities, are permitted to move homes into or out of the Community. Such transporters must provide Community Management with a certificate of insurance in the amount of \$2,000,000.00 to insure against damage to Community property. Prior written permission from the Community Owner is required prior to any move of a mobile home either into or out of the Community. All current charges must be paid in full at the Community office before the home is moved from the Community.
- Management shall supervise the moving of a home from the park. Any Home Owner who removes his or her home is responsible for removal of all discarded materials including but not limited to all broken or damaged concrete, trash, steps, planters, patios and footers etc. The home site must be left in a clean and neat fashion. Any expenses incurred by Management in restoring the lot to the condition of a well maintained lot in the Community will be charged to Home Owner. All utility connections shall be sealed and identified. When these obligations have been met, Home Owner shall notify Management and an inspection of the lot will be made. Once Management determines that the lot has been properly cleared. Home Owner's responsibility for lot rental amount shall cease.

3. Right of First Offer.

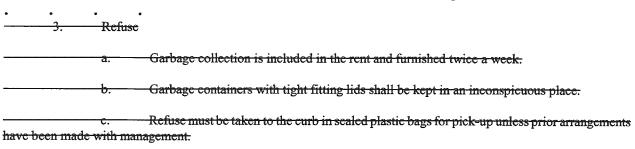
If a Home Owner wishes to sell his or her manufactured home, Home Owner must first offer to sell the manufactured home to Community Owner, and Community Owner shall have the right, but not the obligation, to purchase Home Owner's manufactured home. Home Owner shall give notice to the Community Owner of the purchase price and of the terms and conditions under which he or she is willing to sell the home. Community Owner shall have a period of ten (10) business days after receipt of the notice from Home Owner to purchase the offered manufactured home for the consideration and under the terms and conditions stated in the notice from Home Owner. If the Community Owner elects not to acquire such offered manufactured home, then the Home Owner shall be free to sell his or her manufactured home on terms equal to or greater than those offered to the Community Owner. If Home Owner does not sell the manufactured home within ninety (90) days of offering same to Community Owner, or if Home Owner decreases the offering price or materially changes the terms and conditions of the sale, Home Owner shall give notice to Community Owner of such changes and Community Owner again shall have a period of ten (10) business days to evaluate those terms and conditions and to notify the Home Owner of Community Owner's decision to purchase or not purchase the manufactured home.

XI. Utilities 1. Water is billed in accordance with the settlement agreement attached to the Community prospectuses as Exhibit F.

2. <u>XI.</u> <u>Antennas and Laundry</u>.

a:1. In order to maintain an attractive community, Tenants Residents are strongly encouraged to rely on indoor broadcast antennas and cable broadcast or master centralized broadcast antennas, which may be provided by management, as opposed to installing outdoor reception devices. If an outdoor reception device (satellite dish, antenna, or any other device) is reasonably necessary to receive an acceptable signal of reasonable quality, it must not exceed one meter (39") in diameter and must be installed in a manner that complies with all applicable codes, city and state laws and regulations and manufacturer instructions. Outdoor reception devices must be installed on Tenant Resident's home or on the ground of Tenant Resident's homesite in a location which is not visible from the street, or if such placement sufficiently impairs the quality of reception, it must be installed on the home or homesite in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible.

b:2. No reception device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on or encroach upon any common area or restricted access to property located within the community. Due to safety concerns posed by winds and the risk of falling reception devices and masts, outdoor reception devices and masts may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than 12 feet above a roofline. Additionally, outdoor reception devices shall not be installed nearer to a lot line than the combined height of the mast and reception device. Outdoor reception devices must be painted an appropriate color to match the surrounding environment. Tenant Resident is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses or other damages to any person or property caused by the installation, maintenance, or use of the reception device.



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4.3. Laundry

p.m.		a.	Laundry facilities are provided for tenant's Residents' daily use from 8:00 a.m. to 9:00 10:00
•	•	•	•
		c.	Tenants Residents are responsible for cleaning machines after use.
•	•	•	•
XII.	Lial	oilities	

- 1. Park Community owners and management absolve themselves from all liability or responsibility pertaining to personal injury from any cause whatsoever to any tenant Resident, guest, visitor or pet.
- 2. Park <u>Community</u> 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 Residents are responsible for acts by themselves, their families, guests or pets.

XIII. Rents and Fees Lot Rental Amount and Payments

- 1. All rental spaces are based upon one or two older persons occupants per site. There is an additional charge for each and every person over two permanently occupying a mobile home. A maximum of only four persons per site two persons per bedroom is permitted on a permanent basis.
- 2. Rent Lot rental amount is due on the first of each month and is considered late after the fifth of the month. The late charge per day retroactive to the first of the month. Lot rental amount ("rent"), including pass on and/or pass through charges and assessments, is to be paid in full. Timely payment in full is required; partial payments will not be accepted. If Tenant Resident chooses to pay their rent lot rental amount with a personal check, a charge will be assessed against any check that is not honored for any reason. Payment will only be accepted with your personal check, money order, eashier's, certified check or bank electronic funds transfer. However, in the event a check is returned not paid for any reason or proceedings are instituted to enforce Management's rights, only certified funds, a money order or bank electronic funds transfer will be accepted for payment. Lot rental amounts are payable only in UNITED STATES FUNDS.

The Tenant's Resident's Lot Number must appear on the check, money order, or bank draft. For safety purposes, cash is not accepted for any reason.

Lantern Blvd. Melbourne, Florida 32934. Home Owners are encouraged to make lot rental amount payments hereunder pursuant to automated clearing house (ACH) debits or other electronic payment methods (collectively, "Electronic Payments"). Home Owners are fully and solely responsible for electronic payments to the Management-approved third-party provider should they choose to use the electronic payment option, including any issues arising therefrom. Any questions regarding such service should be directed to the third-party provider and not to Management. Notwithstanding anything in the Lease Agreement, the prospectus, or these Rules and Regulations (including, without limitation, any Electronic Payment Authorization to the contrary), Home Owner acknowledges and agrees that Management's acceptance of any Electronic Payments shall not relieve Home Owner of his or her obligation to make timely payment of all lot rental amount due hereunder.

Lot rental amount payments may be made ONLY by one of three methods: electronic payment through a Management-approved third-party provider, as noted above; ACH; and via regular mail. In-person payments, including payments at physical on-site locations such as the Community office, will not be accepted. Third-party payments of any kind, including lot rental amount payments, will not be accepted without prior approval from Community Management.

4. Management shall provide Tenant Residents at least ninety (90) days notice of any change in rent or miscellaneous fees lot rental amount.

When leaving the Community for a period in excess of three days one (1) week, Tenant Resident shall notify Management in advance of the date of departure and leave with Community Management complete information regarding lawn care, an address where they can be reached during their absence from the Community, the approximate date of return and the telephone number of a person who will have access to the home during the Tenant's absence contact information for a person to be reached in case of emergencies. Before departure from the Community, Tenant must turn off water, advise management if electricity is to remain connected, and notify the U.S. Post Office of the change of address. Management must be notified upon Tenant Resident's return to Community. All notices from management will be sent to Tenant Resident's address in Lamplighter Village. It is Resident's responsibility to establish a forwarding address for mail with the post office, if necessary.

XIV. Complaints

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

All complaints to Community Management must be made in writing and signed and dated and submitted to the Community Manager at the Community office, which is located at the address set forth in the prospectus. The delivery of written notices required by Chapter 723, Florida Statutes, under the terms of any Lot Rental Agreement or these rules and regulations shall be by mailing or delivery of a true copy thereof to the Community Management office as required by Chapter 723, Florida Statutes. If you have any complaints, recommendations, etc., please discuss them with the Community Management. Avoid passing rumors on to others. Come to the office--we will be glad to do everything possible to correct problem situations. Community Management is not responsible for delivery of personal notes, messages, etc.

XV. Miscellaneous

- The park Community office is open Monday to Friday. Park The office will be closed Saturdays, Sundays and all legal holidays.
- The park manager is a resident and Community manager may be called upon at any reasonable time for any prudent reason. All requests for maintenance must be: (1) submitted to Community Management in writing at the Community office; (2) reflect the date of submission; (3) state the nature and location of the maintenance activity requested; and (4) be signed by the submitting resident(s). Requests not submitted in conformance with this rule might not be acted upon by Community Management.
- Management shall give written notice to each tenant Resident at least ninety (90) days prior to any change in rules and regulations. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety and welfare may be enforced prior to the expiration of a the 90-day period. Management shall comply with Sections 723.037 and 723.038, Florida Statutes.
- Any notice from landlord to tenant Community Management to the Resident shall be mailed or delivered to the tenant Resident's address in the park Community.
- Lamp post lights are owned and maintained by the Home_Owner. Please ask if you need assistance. The labor is free, but of course, the Home_Owner 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 600 per month. The above maintenance policy applies to mailboxes also.

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XVI. Acceptance

1. By accepting tenancy residency in this park Community the Resident agrees to abide by these and other park Community rules as well as all federal, state and local laws.

The spaceholder will remove all structures from the space site and leave site in orderly condition.

XVII. Insurance.

Tenants are required to obtain and to maintain liability insurance; homeowners' insurance; and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the manufactured home within this Community, or from occupancy of such home while it is in the Community. A copy of the declaration page from Tenant's homeowners' insurance policy shall be given to Community Management each year. The Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a Tenant's lot or within a Tenant's home, or for reimbursement to the tenant for the loss of the home or personal property. Community Owner reserves the right to waive the requirement for Tenants to have one or more types of insurance coverage specified above if such insurance is not reasonably available for purchase by Tenants. Violation of this rule shall not be grounds for eviction under Chapter 723, Florida Statutes, of any Tenant in the Community as of the effective date of this rule: However, a Tenant who purchases an existing home in the Community or otherwise establishes a new tenancy after the effective date of this rule shall be subject to eviction under Chapter 723, Florida Statutes, for failure to comply with this rule in its entirety. The Home Owner shall, if necessary, and at his or her expense, obtain and keep in force during the term of his Lot Rental Agreement a policy or policies of comprehensive liability, fire, and windstorm insurance, insuring Community Owner and Home Owner against perils arising out of the ownership, use, occupancy or maintenance of the manufactured home lot and all areas appurtenant thereto. This shall also include coverage for the removal of the manufactured home after a fire, windstorm, flood or Act of God. The limit of said insurance shall not limit the liability of Home Owner hereunder. The Home Owner must also name Cal-Am Properties. Inc. as an additional insured party on any insurance policy. Home Owner may carry said insurance under a blanket policy, provided, however, said insurance by Home Owner shall have a Community Owner's protective liability endorsement attached thereto. Insurance hereunder shall be in companies rated A+, AAA or better in the "Best Insurance Guide." The Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a Home Owner's lot or within a Home Owner's home, or for reimbursement to, the Home Owner for the loss of the home or personal property. Prior to occupancy of lot, Home Owner shall deliver to Community Owner copies of policies required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Community Owner, No policy shall be canceled or subject to reduction of coverage except after ten days prior written notice to Community Owner. At the request of Community Owner at any time during the tenancy, Home Owner shall provide a copy of the aforementioned policies. Violation of this rule shall not be grounds for eviction under Chapter 723, Florida Statutes, of any Home Owner in the Community as of the effective date of this rule. However, a Home Owner who purchases an existing home in the Community or otherwise establishes a new tenancy after the effective date of this rule shall be subject to eviction under Chapter 723, Florida Statutes, for failure to comply with this rule in its entirety.

Flood Insurance: It is the Home Owner's obligation to inquire and decide whether flood insurance is appropriate for his or her home in the Community. Home Owner is responsible for determining the flood elevation and status of his or her lot, as the designation of the flood plain is subject to frequent change based on regularly updated information. Any questions regarding flood-zone designation status or flood insurance in general should be directed to the local County Building Department, or the Home Owner's lender or lending agency if the home is actively mortgaged. Flood-plain designations and other information is also accessible through the Federal Emergency Management Agency (FEMA) online or by phone.

XVIII. Waiver.

If the Community Owner does not take action in response to a violation of a Community rule or rental agreement by a Tenant Resident, that failure to act shall not be considered permission or consent for further violation of the same rule. Any excuse by the Community Owner of a violation of a Community rule or lot rental agreement shall be a waiver of a violation of any other rule or lot rental agreement.

Consent given by the Community Owner as to any <u>Tenant Resident</u> action required by these rules to have consent of the Community Owner shall not constitute consent for a subsequent similar action. Community Owner's rights under these rules are in addition to those otherwise provided by law.

XIX. SPECIAL EXCEPTIONS.

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

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

SWIMMING POOL RULES

- 1. NO LIFEGUARD ON DUTY. Swim at your own risk.
- 2. Children under 12 must be accompanied by a tenant an older person.
- . . .
- 10. Pool Hours-- generally open for use from 9:00 a.m. to 9:00 p.m. one half-hour after sunrise to one half-hour before sunset, seven days a week. Hours may vary based on maintenance requirements, seasonal variations, artificial lighting, etc.
- 11. Emergency Medical Services-dial 911. Nearest phone is located on the exterior of building B.
- 12. Bathing Load persons at one time. Capacity Approximately 16 persons

JULY 1, 2001 ADDENDUM TO PROSPECTUS Notwithstanding anything to the contrary in this prospectus, including the rental agreement, rules and regulations or any other exhibits to the prospectus, the homeowner's proportionate share of pass-through charges shall be defined "Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among the affected developed lots in the park the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the park. P1, PA EXHIBITS E AND F [Remove current exhibits "E" and "F".] EXHIBIT "E" GROUND LEASE There are no underlying ground leases for the property constituting the mobile home park. PA EXHIBIT G EXHIBIT "G" **USER FEE AGREEMENT** There are currently no user fees charged in the Park. P1, PA NEW USER FEE AGREEMENT RV/BOAT/TRAILER STORAGE RENTAL AGREEMENT Lamplighter Village 500 Lantern Blvd. Melbourne, FL 32934 Date: Space Number _____ Term: 6 month or 1 Year Small: \$ Large: \$ /month /month

NAME:			
ADDRESS:	No. of the state o		
		ZIP CODE	
PH. (Res.)	Cell:		
RV DESCRIPTION:		A A A CONTROL OF A STATE OF A STA	
RV LICENSE #		UNIT LENGTH	(ft.)
charge of \$ per Agreement term expires. Res Rental Agreement then RV of RENTER IS AWARE THA	day will be assessed sident fails to remove r Trailer will be towed The LAMPLIGHT	of each monthly term on or before the if the RV/BOAT/TRAILER is let RV/BOAT/TRAILER within 30 dat at Resident's expense TER VILLAGE DOES NOT INSUMTER'S GOOD/RECREATIONAL	ft in the space after the Rental ays of expiration of the Storage RE AND WILL ACCEPT NO
I have read and understand conditions. I have received	d the Terms of Agree a copy of this Agreer	ement attached to this form. I ag nent for my records upon signing	ree to abide by all terms and
X			
Resident		Date	
X	MANAGEMENT (1975)		
Lamplighter Village Manager	nent	Date	
STORAGE AREA DITLES!	POI ICIES		

STORAGE AREA RULES/POLICIES LAMPLIGHTER VILLAGE

- 1. Neither Lamplighter Village nor its employees are responsible for any damage, theft, or etc. and they assume no liability whatsoever.
- 2. The Resident agrees to rely on their private insurance for any and all claims.
- 3. The Resident agrees to maintain their unit stored so as not to become unsightly or a hazard to surrounding units or property.
- 4. The Resident, if need arise, agrees to temporarily move his or her unit with reasonable notice from management so as to allow safe movement of other units.
- a. The Resident also agrees to provide management with reasonable notice regarding any necessary moving of other units.
- 5. The Resident is responsible for damage to other property caused by him/her, or his/her designee or his/her unit resulting from the moving of his unit.
- 6. Residents cannot loan their space to other residents: all changes must be approved by the Lamplighter Village

Office only.

- 7. Lamplighter Village reserves the right of assigning spaces, and/or methods of parking, etc. of this storage area.
 - a. The sole intent of Lamplighter Village is to provide the use of storage space for its residents as listed above.
- 8. All residents renting the storage space agree to keep their registrations current with their unit stored in operational order at all times.

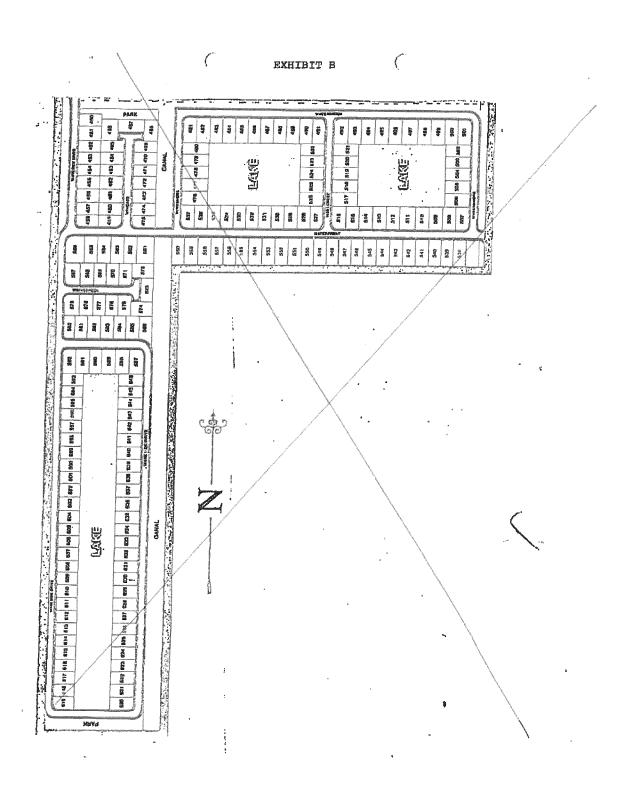
Failure to abide by this agreement could terminate this agreement or effect its renewal thereof, otherwise the current space holder shall have the first right of refusal at renewal of this agreement.

- 9. Renter shall not store dangerous, noxious, filthy, offensive, explosive or highly flammable materials in the Stall and shall be responsible for any environmental damage that may be occasioned by their RV, contents, or towing vehicle.
- 10. Renter shall not carry on any business out of the RV and shall not use the space for any unlawful purposes.
- 11. Renter shall not cause damage to or disturb, interfere with or do anything which is liable to cause injury or loss to other persons or property on the premises.
- 12. Prior to termination of this Agreement, Renter shall remove all goods and any litter from the space. Renter shall, at his sole cost and expense make good any damage caused to the Stall resulting from the storage or removal of goods from stall.
 - a. Resident shall give 30 days written notice prior to termination.
- 13. This Agreement will terminate at the end of a Monthly/Yearly Term.

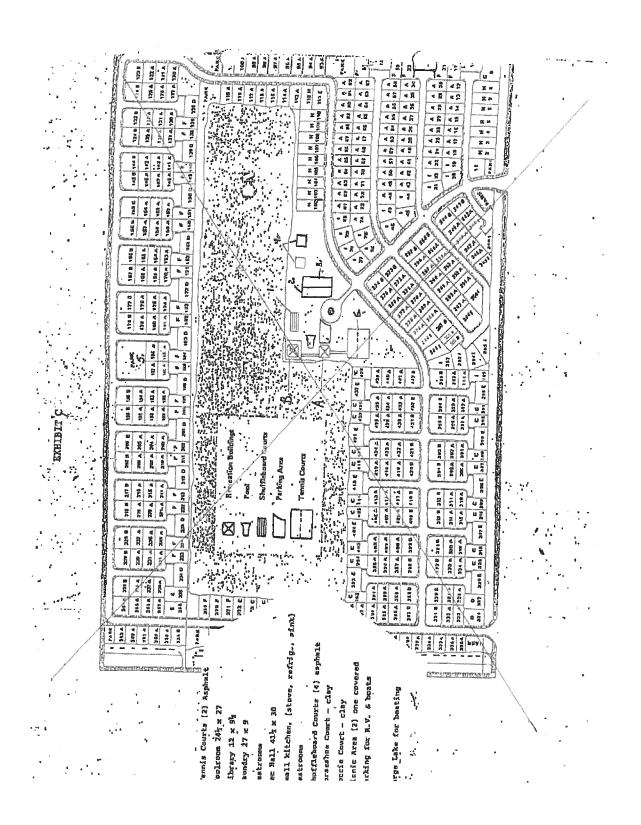
X	
Resident	Date
X	
Lamplighter Village Management	Date
P1, PA SITE PLAN AND ZONING PAGES	
[Demovie following goning magge from the magnestyces]	

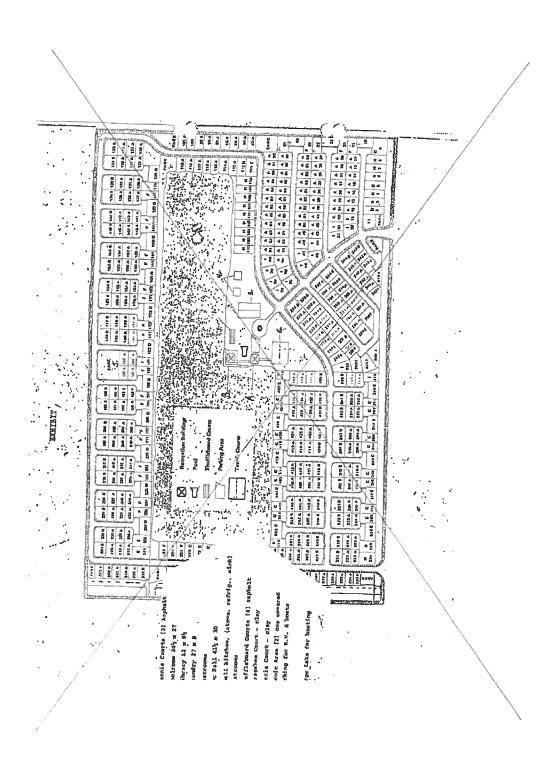
[Remove following zoning pages from the prospectuses.]

[Remove existing site plan and replace with new attached site plan.]

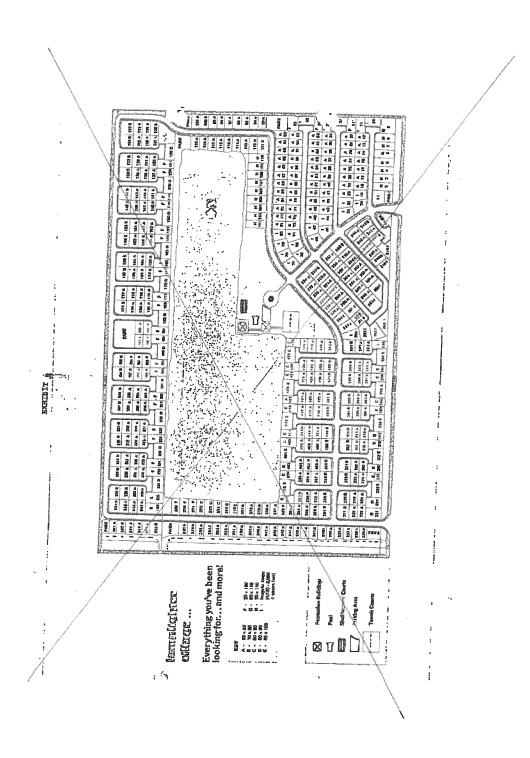


APPROVED





APPROVED



88/84/2887 23:25

MUDINIDUM

Addendum to compromise and settlement agreement, by and between Lamplighter Village Associates, Ltd. dnu L. V. Home Owner Association, Inc.

- The landlord agrees to make the water and sewor bills available for inspection on a quarterly basis to a representative of the tenants. Said water bills will be available for inspection at the Manager's office during normal business yours.
- 2. The landlord agrees to gradit against the amount paid, owing, or owed by the tenants for water and sever, an amount reflecting the proportionets share of water and sewer used by those tenants whose rental horsements include parer and sower abervice for the period of time such tental agreements are in Torce.
- 3. The landlord agrees to reasonably main the water system to avoid leakage. It is understood by the parties that variations in water usage are to be expected die to the seasons and occupancy of the park.

L. V. HOME CHNERS

(SEAL)

LAMPL GUTER VILLAGE ASSOCIATES, LTD

AGRETIENT TO PROVIDE FOR CENTAIN BENT! INCREASES AND T WAIS THROUGH OF CERTAIN EXPENSES TO THE MORLE SURE DAMER LAMPLICATER VILLAGE ROBILS BOHE PARK

THIS ASSULATES is made this 11 day of 16th 1985, by an between LASPLIESTER VELLAGE ASSOCIATES. LTD., a Florid Similar partnership he cinefter former") and LANGUSTIES HOME OMERS AS OCIATION, INC., be viscited "Association").

MIRREAS, the Association is the duly constituted represents ty of the mobile base exerts (hereinal) or "Temants") resid mp to LARY LIGHTER FIG. A. E. RESILE USING PARK; and,

MERRAS, the Owner and the reactables are restrous of atabilities the rents theread to the Tenents; and,

MIRREAS, a complite has been formed by the Beard of Directors of the Association purevont to Section #23.857 NJ Fla Stat. to discuss with the Owner the issues of lot remi increases and pass through charges (a he pild by the Tenants to the Dener.

WHEREAS, the Buser has provided the Assaulation and the Yensult and in the Perh with all written sectors required to be provided by last and

MESSAS, the Duper and the Association have not to discuss the issues of let rent increases and pass through charges; and

MIRRAS, the counties formed by the four of Directors of the Association is empowered by the Association to ranch a binding settlement of the association of stabilization of lot rents and pass through the runs.

HOW THEREFORE, upon the mules promises of the parties as set or h herein and other years, and reliends considerations, ST IS ARREST as follows:

- 1. This agreement is limited to the subjects of lut rental terrores and pass through charges to be said by the Youants to the Demer, .
- 2. This agreement shell be in force and effect from the date of its execution until midnight, merceber 31, 1988, and shell not thereafter a fact and substantial right of the Course, subject to the remarks.
- 3. The segneturies to this agreement several that they have full authority to excepts this agreement and that this agreement is and shall be living upon the haporistion and all Tunents vestoins in the park and tribe agents, successors, designess, personal representatives, estatus and assignes, and shall

fine trader at the military and parameter me prompt tout an entral transfer trade . 1819 for dream

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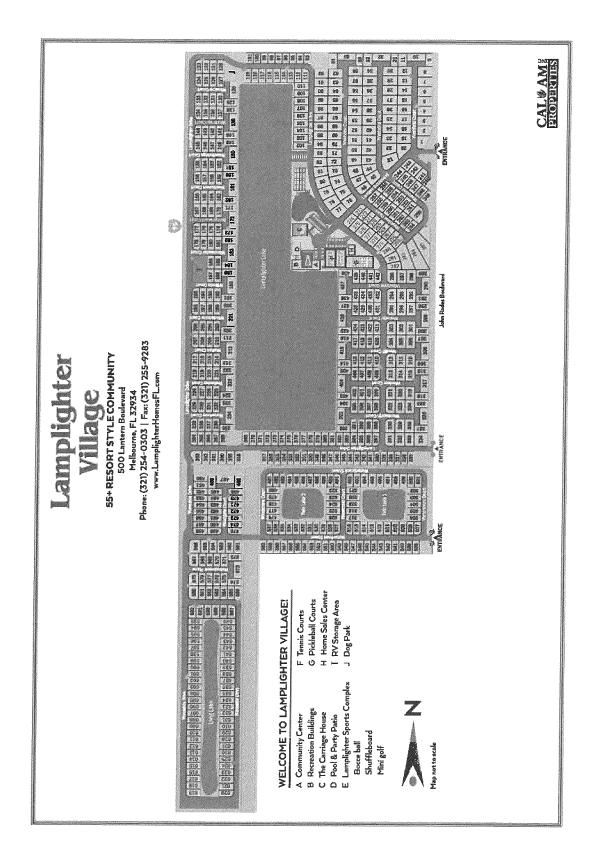
be binding on the management of the Park and its successors, to ignous and areigns.

4. On January 1, 1906. The let rest payable by any Tomast of the Concerns about the monthly lot rest charged to that Treast, or his reference in interest in December, 1985. On January 1, 197 and January 5, 1973 the enough of monthly let rest payable by each Temant of the Concernship ret rest payable by each Temant of the Concernship ret rest payable by each Temant of the Concernship ret rest the see of these columbar years by the see of these columbar is the monthly lot rest charged to the temant owner, or his producessor in interest, is the immediately praceeding year.

6. Within ten (in days of the date of assention of this agreement, the Association shell socialy each Tenant of the terms of this agreement.

7. The Buner shall here the right during the life of this portunal to pass through to and thorps such Tennet all the actual most introduc for real sotate and personal property taxes, dususance and waste disposit! Any pass through therped to a Tenent shell be gold to lump size by the great un the first day of the denount next following cotification of the count of the pass through due and earling from such Tonant to the samer. The Sunar shall soutify each Tennel of the pass through there thereby his during the mouth of Bevenher immediately preceding the January 1. of which payment of the poss through assessment by the Tenant is suc. The esture of the owner to give timely matter of the second of any pass through shell not discharge the Total from the obligation to pay the pass through after notice is given. The poor's actual 1985 costs for real estate and personal preparty taxes, tree an e-and weste diaposal shell be the bore from which all increases shall be will lated. The Distar's 1985 Mills for the otermosts them are attached hereis of showle 'A'. The difference bytthem the Owner's costs for real estate and pursuing property tares, insurance and wests disposal for the years 1826, 1927 of 1980, as the 10 794 (case may by, and Schudule "A", divided by the samber of Tanania highin the park as of the first day of January of the year the mass through is to be poid, shall be the amount passed through to end paid by such Tement. The first chrough supposed under this agreement shall be calculated as the different between the Owner's actual cost of real estate and personal property taxes Japanence and waste disposed in Murmaber, 1986, and Sandele "A", divided by he mades of

LAMPLIGHTER VIJ- AGE 23: 25 PAGE 85 Juneary 1, 1986, and shell be due and populate to the Owner of January The Buner shall provide the Association with all bills swiff int to advise the esseciation of the basis and accuracy of the pass through, for the 5. Hoss of the Syster's other costs shall be ested through to the Impants by the Burner during the life of this spreament, other than those requests by the Tenant or required by Personnental Badles. 3. This agreement coulains the whole agreement made between the parties and all prior representations, an extension or other statements of the parties whall be desmed to be marged in and incorporated this this agreement. This programme may be modified only upon express written consent of the parties.



Mason, Katherine

From: Mason, Katherine

Sent: Tuesday, September 01, 2020 1:16 PM

To: 'zjlee@floridahousinglaw.com'

Subject: Lamplighter Village {R8321/PRMZ000569 P1, PA A00011 Approval Letter

Attachments: Lamplighter Village A00011 Approval Letter.pdf

Good afternoon, Zach:

Please see the attached approval letter.

Katherine R. Mason

Real Estate Development Specialist

Bureau: 850-487-9832 Direct: 850-717-1461

E-mail: <u>katherine.mason@myfloridalicense.com</u>

Mason, Katherine

From: Microsoft Exchange

To: zjlee@floridahousinglaw.com

Sent: Tuesday, September 01, 2020 1:16 PM

Subject: Relayed: Lamplighter Village {R8321/PRMZ000569 P1, PA A00011 Approval Letter

Delivery to these recipients or distribution lists is complete, but delivery notification was not sent by the destination:

zjlee@floridahousinglaw.com

Subject: Lamplighter Village {R8321/PRMZ000569 P1, PA A00011 Approval Letter

Sent by Microsoft Exchange Server 2007