

Charles W. Drago, Secretary

Charlie Crist, Governor

VIA E-MAIL ONLY: rplee@floridahousinglaw.com

April 30, 2009

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

RE: LAMPLIGHTER VILLAGE
CAL AM PROPERTIES INC
PR8321 / PRMZ000569 – P1, PA
A00009 – Change to the rules and regulations

Dear Mr. Lee:

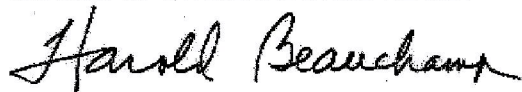
We have completed our examination of the amendment that was received in this office on March 19, 2009. The amendment, attached as Exhibit A, is adequate to meet the requirements of Chapter 723, FS.

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

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

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

Sincerely,
BUREAU OF STANDARDS AND REGISTRATION



Harold Beauchamp
Real Estate Development Specialist
Direct: 850-414-7331
Bureau: 850-487-3932
E-mail: Harold.Beauchamp@dbpr.state.fl.us

Attachment

Exhibit A

(Pertinent to PRMZ000569 – P1, PA)
Lamplighter Village
April 30, 2009

Amendment to rules and regulations: See attached.

EXHIBIT A

PROSPECTUS FILINGS PRMZ000569 P1 & PA and PRMZ000630 P1, PA & P2

Rules and Regulations

I. Admittance

2. This Community is intended, operated and maintained for the occupancy, use and benefit of persons 55 years of age or older. . . Consequently, at least 80% of the occupied homes must be occupied by at least one person who is 55 years of age or older as of the date of occupancy. and Additionally, any other occupant must be 40 years of age or older (except spouses and permanent full-time care givers whose presence is required by a licensed physician). . . .
5. Procedures for Review of Request for Occupancy.
 - d. Grounds for denial of residency in the Community: Denial may result because of the existence of any of the following items, but is not limited to such items:

~~(6) — Unfavorable report of employer.~~

Renumber remaining subsections

II. Care and Appearance of Home Site

12. Landscaping

- a. Tenants are encouraged to landscape their site but any trees, bushes and plants shall be so arranged and approved by management to the extent that they do not interfere with the adjoining tenants or underground utilities. Tenants 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.

III. Care and Appearance of Mobile Home

9. After a mobile home has been placed, positioned or hooked up no exterior repairs, replacement, reconnections, disconnections, additions, alterations or modifications will be permitted without the written consent of management.

IV. Recreation Areas and Facilities

- ~~8. — The riding of trail bikes and motorcycles through the park is not permitted.~~

8. Lake Rules

VI. Guests

4. Tenants 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.

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VII. Pets

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.

IX. Soliciting, Subletting and Resales

3. Management shall not deny tenants the right to sell his mobile home within the park.
 - d. A 128" x 4824" "For Sale" sign may be placed in the window of the mobile home. Management must be notified of the placement of "For Sale" signs.

XIII. Rents and Fees

5. When leaving the Community for a period in excess of three days, Tenant shall notify Management in advance of the date of departure and leave with Community Management complete information regarding insurance, key, lawn care, address where they can be reached during their absence from the Community, and the approximate date of return and the telephone number of a person who will have access to the home during the Tenant's absence. 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. . . .

XVII. Insurance. Tenants are required to obtain and to maintain liability insurance; homeowners' insurance; and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the manufactured home within this Community, or from occupancy of such home while it is in the Community. Additionally, tenants shall insure that the Community Owner is an additional named insured on their policy for cleanup costs or other damages suffered by the Community Owner arising from the tenant's occupancy in the Community. 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.

XVIII. Waiver. ~~No waiver of any default by Tenant shall be implied from any omission by Community Owner to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the~~

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express waiver, and that only for the time and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Lot Rental Agreement by Community Owner shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of Community Owner to any act by Tenant requiring Community Owner's consent shall not be deemed to waive or render unnecessary Community Owner's consent to any subsequent similar act by Tenant. The rights and remedies of Community Owner contained herein are cumulative and shall be in addition to those prescribed by law.

If the Community Owner does not take action in response to a violation of a Community rule or rental agreement by a Tenant, 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 Tenant 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.

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Beauchamp, Harold

From: Mike H. Sealey [MHSealey@floridahousinglaw.com]
Sent: Thursday, April 30, 2009 5:17 PM
To: Beauchamp, Harold
Subject: RE: Lamplighter Village PRMZ000569 A00009

Thanks.

From: Beauchamp, Harold [mailto:Harold.Beauchamp@dbpr.state.fl.us]
Sent: Thursday, April 30, 2009 4:09 PM
To: Richard P Lee; Mike H. Sealey
Subject: Lamplighter Village PRMZ000569 A00009

[PLEASE ACKNOWLEDGE RECEIPT BY RETURN E-MAIL]

Dear Mr. Lee:

Attached is the letter of approval with attachment for the above mobile home park being sent to you via e-mail only

If you have any questions please call or e-mail me.

Sincerely,
Harold Beauchamp
Real Estate Development Specialist
Division of Condominiums, Timeshares
& Mobile Homes
Voice: 850.414.7331 / Fax 850.921.5448
E-mail: Harold.Beauchamp@dbpr.state.fl.us

5/1/2009