

**NAME OF MOBILE HOME PARK:**

**BONITA TERRA**

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE HOME LOT. MAKE SURE YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.

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

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

# 4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.

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## **PROSPECTUS TEXT**

- (1) What is the name and address or location of the Mobile Home Park?

NAME: BONITA TERRA  
ADDRESS OR LOCATION: 25581 TROST BOULEVARD  
CITY, STATE AND ZIP CODE: BONITA SPRINGS, FL. 34135 6422  
TELEPHONE NUMBER: (813) 992-3030

- (2) What is the name and address of the person authorized to receive notices and demands on the Park Owner's behalf?

NAME: PARK MANAGER  
ADDRESS: 25581 TROST BOULEVARD  
BONITA SPRINGS, FL. 34135-6422

Additional copies should also be sent to: Steven P. Adler, Murex Properties, 12629 New Brittany Boulevard, Building 16, Fort Myers, Florida 33907.

### **DESCRIPTION OF MOBILE HOME PARK PROPERTY**

- (3) What is the number of lots in the park? 742
- (4) Are all the lots approximately the same size? Yes  X  No \_\_\_\_.
- If yes, what is the approximate size of each lot? 60' X 100'
- If no, following are the approximate sizes:
- (5) What are the setback requirements required by law? Front 15'; Side 7'; Rear 15'; Rear 25' water body
- (6) What are the minimum separation distances between the mobile homes as required by law? 14'

### **DESCRIPTION OF RECREATIONAL, AND OTHER COMMON FACILITIES**

- (7) Are there any recreational or common facilities available for use by the mobile homeowners?
- Yes  X  No \_\_\_\_.
- If yes, questions 8 through 15 apply.
- If no, please see the next section on Arrangements for Management of the Park.
- (8) Are there any buildings which are available for the use by the Mobile home owners? Yes  X  No \_\_\_\_.
- If yes please provide the following information for each building. If no, please go to item 9.

a)	TYPE OF BUILDING	#1 RECREATION HALL
	Intended purpose	RECREATION
	Location	WITHIN BONITA TERRA
	Approximate floor area	4800 SQ. FT.
	Capacity in numbers of people	800

b)	TYPE OF BUILDING	#2 CLUB HOUSE
	Intended purpose	RECREATION
	Location	WITHIN BONITA TERRA
	Approximate floor area	9600 SQ FT
	Capacity in numbers of people	1200

c) TYPE OF BUILDING  
 Intended purpose  
 Location  
 Approximate floor area  
 Capacity in numbers of people

(9) Does the park contain a swimming pool? Yes X No \_\_\_\_.

If yes please provide the following information.

a)	General Location	Within Bonita Terra	Within Bonita Terra
b)	Approximate size	30' X 60'	30' X 60'
c)	Approximate depth	3'- 8'	4'- 6'
d)	Approximate deck size	9200 SQ. FT.	7000 SQ
e)	Approximate capacity	75	48
f)	Is the pool heated?	Yes	Yes

If the park contains more than one swimming pool, please add the above required information for that pool.

10) Are there any other facilities or permanent improvements which will serve the homeowner?

Yes X No \_\_\_\_.

If yes, list and describe each one.

TWO SOFT BALL FIELDS	GOLF DRIVING RANGE; SAUNA;
HORSE SHOE COURTS	SHUFFLEBOARD COURTS;
BOCCI BALL COURTS	TENNIS COURTS; B.B.Q. AREA.
PICKLE BALL COURTS	PETANQUE COURTS
BASKETBALL COURT	

The above facilities are identified on the enclosed site plan and are available for use from sunrise until sunset seven days a week.

11) Are there any items of personal property which will be available for the use by the mobile homeowners?

Yes X No \_\_\_\_.

If yes, please provide a general description of each item.

POOL FURNITURE; TABLE & UMBRELLAS; SPORTS EQUIPMENT.

12) Please provide a general description of the days and hours that the facilities will be available for use.

#1 RECREATION HALL OPEN YEAR ROUND	#2 CLUB HOUSE OPEN
6:00 A.M. - 11:00 P.M.	11/01 UNTIL 04/30

13) Are all improvements complete? Yes X No \_\_\_\_.

If no, what is the estimated completion date?

- 14) What is the maximum number of lots that will use the recreational and other common facilities? 2,000 (R.V. & MOBILE)
- 15) Will the number given in question #14 vary? Yes   X   No \_\_\_\_.

If yes, please provide an explanation.

This number may increase or decrease in the future if land is acquired or disposed of and/or lawfully allowable densities are increased or decreased and/or areas of the Park currently not occupied by manufactured homes become available as manufactured home lots.

#### **ARRANGEMENTS FOR MANAGEMENT OF THE PARK**

- 16) What are the arrangements for management of the park?

OWNER PROVIDES FULL TIME MANAGEMENT.

- 17) What are the arrangements for maintenance and operation of the park property?

OWNER PROVIDES FULL TIME CARE TAKER AND MAINTENANCE CREW.

- 18) What is the nature of the services provided by the park owner?

MANAGEMENT; MAINTENANCE; OFFICE STAFF; WATER; SEWER; TRASH COLLECTION; PART-TIME GUARD; RECREATION; SECURITY-GATE; ACTIVITIES DIRECTOR.

#### **IMPROVEMENTS REQUIRED BY HOME OWNERS**

- 19) Does the park owner require any improvements, whether temporary or permanent, to be installed by the mobile homeowner as a condition of their occupancy?

Yes   X   No \_\_\_\_.

If yes, list and describe each improvement.

The following are the architectural and design requirements for each home. They represent the requirements to be imposed by Management and represent the requirements of construction prior to final occupancy of the home.

- A) All underskirting will consist of either block and brick or a combination thereof, providing ready access to under-home utilities and to include adequate ventilation.
- B) Porch steps will be constructed of cement, stone or brick (or a combination thereof) Wood steps shall not be permitted.
- C) Cabanas and screened-room additions shall be raised and require prior approval by Management. The park office has specifications for minimum standards.
- D) Patios or Florida rooms must be installed for each unit and the location must be approved by Management.
- E) Carport awnings or enclosed garages must be installed for each unit, including concrete driveways.
- F) The exterior surface of each mobile home must be finished aluminum or vinyl lap or vertical plank siding or other similar upgraded material approved by Management.
- G) Only central air conditioners are allowed.

- H) No exterior antennas are permitted without the express written approval of Management. Exterior television antennas will be allowed for a temporary period until cable television hookups are available to a home. Tenants shall not be required to connect to the cable television but agree to dismantle all exterior television antennas at such time as cable service is made available. Citizens band and other radio antennas are not permitted without Management's prior written consent.
- I) Tie-downs and blocking must comply with State and County ordinances or other regulations.
- J) The minimum width home shall be twenty four (24) feet except for certain specified lots designated by Management on which homes fourteen (14) feet wide shall be permitted.

Section 723.011 (3), Florida Statutes, prohibit the park owner from requiring tenants who resided in the park on June 4, 1984 from installing any permanent improvements. Rule 7D-31-01, Florida Administrative code, states that this also applies to any assumptions of those tenancies.

- 20) Please provide the following information regarding utility and other services.

<b><u>TYPE OF SERVICE</u></b>	<b><u>MANNER PROVIDED</u></b>	<b><u>PERSON OR ENTITY FURNISHING SERVICE</u></b>
Sewage	Self Contained	Park Owner *
Waste Disposal	On Site Compactor	Gulf Advanced Disposal *
Internet (Rec Hall) Basic TV, Business Int, Mobile Phone, Business Voice (3X)	Underground/Fiberoptic	Comcast **
TV, Internet, Voice (Units 1-62)	Underground/Fiberoptic	Comcast **
TV, Internet (Units 9-50)	Underground/Fiberoptic	Comcast **
Water Supply	Self Contained	Park Owner *
Storm Drainage	Natural Run Off	Park Owner *
Electricity	Underground	Fl. Power & Light Co **
Telephone & Internet	Underground/Fiberoptic	Century Link **

\* included in lot rental amount.

\*\* Billed direct to homeowner.

#### **LOT RENTAL AMOUNT**

Section 723.037, Florida Statutes. Requires the Park Owner to deliver written notice to each mobile homeowner at least ninety (90) days prior to any lot rental Amount increase.

- (21) An increase in one or more of the following factors may result in an increase in the homeowner's lot rental amount.

Cost of Living Index which would reflect Cost of Operation increase and property tax increase. The initial lot rental amount stated shall be adjusted to reflect increases published in the United States Department of Labor Consumer Price Index and in accordance with such index as is available for the most current twelve month period.

The purchaser of a mobile home has the right to assume the remainder of the term of any rental agreement then in effect. However, upon the expiration of the assumed lot rental agreement, the lot rental amount will go to the existing base rental amount.

- (22) Rule 61B-31.01 (2), Florida Administrative Code, define government and utility charges as those amounts, other than special use fees, which are itemized and charged separately from the base rent and which represent the mobile homeowner's share of costs charged to the park owner by any state or local government or utility company.

The term "pass-through charge" means the mobile 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.

Is the homeowner responsible for government and utility charges? Yes   X   No       .

If yes, how will the government and utility charge be shared by the homeowners? PRO-RATED

- (23) The following is a list of all charges, including base rent, special use fees, fees, assessments, and any other financial obligations, of the homeowner to the park owner relating to the tenancy. The current dollar amount must be written in prior to delivery to the homeowner.

<u><b>TYPE</b></u>	<u><b>CURRENT DOLLAR AMOUNT</b></u>
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BASE RENT	\$_____ PER MONTH
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RETURNED CHECK FEE	\$_____ PER CHECK
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GUEST FEE PER GUEST	\$_____ PER DAY
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Guest fees are charges after the period of time allotted in Florida Statutes 723.051

TRANSFER FEE	\$_____ ON RESALE
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SECURITY BAR CODES	\$_____ EACH
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LAWN MAINTENANCE	\$_____ PER MONTH
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This fee is charged only if Tenant fails to maintain that area of property which is their responsibility

LATE FEE CHARGES	\$1½% OF RENT
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PET FEES	\$_____ PER PET
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Tenant must have Park approval on all pets

TOWING AND STORAGE	\$_____ Rate set by towing Co.
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VEHICLE STORAGE IN COMPOUND	\$_____ PER MONTH
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**USER FEES**

The term "user fees" means those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the Park Owner to the home owner under a separate written agreement between the home owner and the person furnishing the optional service or services.

User fees may be increased to reflect increased costs in providing or maintaining the ability to provide the relevant service, or prevailing market or economic conditions in the manner discussed above regarding lot rental amount, or an increased utilization level by home owners. An increase in one or more of these factors may result in an increase in the Park's user fees.

At least thirty (30) days notice of any increase in user fees shall be given to all affected home owners. Notice of increase will be given by posting a notice at the facility, by personal delivery, or by U.S. Mail delivery. Notice by U.S. Mail will be considered made upon the mailing of notice to the home owner's last known address.

The Park currently charges a user fee for subleasing services.

### **RULES AND REGULATIONS**

- 24) The current park rules are attached as an exhibit to the prospectus and are incorporated by reference as a part of this disclosure document.

The park owner must give a 90-day written notice to each homeowner when a rule is changed.

- 25) What is the manner in which rules and regulations will be set, changed, or promulgated?

Notice to Homeowner of General Meeting to discuss changes.

### **ZONING**

- 26) What is the existing zoning classification of the park property? (1111 2)

- 27) What are the permitted uses under this classification? Mobile home rental use.

- 28) What is the name of the zoning authority which has jurisdiction over this mobile home park?

Lee County, Board of County Comm. by and through Lee County Zoning Board.

- 29) Does the park owner have any definite future plans for changes in the use of the park property?

Yes \_\_\_\_ No X.

If yes, please provide a detailed description of the future plans.

This prospectus was determined adequate to meet the requirements of Chapter 723, Florida Statutes on January 22, 1998.

Prospectus Identification Number: PRMZ000172-P2

LOT TO BE OCCUPIED: \_\_\_\_\_.

THE FORMAT OF THIS PROSPECTUS WAS PREPARED BY THE DIVISION PURSUANT TO SECTION 723.011(1), FLORIDA STATUTES. THE INFORMATION RELATING TO THE PARK AND THE TENANCY WAS COMPLETED BY THE PARK OWNER. THE DIVISION HAS NOT VERIFIED THE INFORMATION AND EXPRESSES NO OPINION AS TO THE MERITS OF THE OFFERING.





25581 Trost Blvd | Bonita Springs, FL 34135 | (239) 992-3030



BonitaTerra.com

## RENTAL AGREEMENT

This RENTAL AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by and between CPI Citrus Park Owner, L.L.C., dba Bonita Terra, a Florida corporation the address of which is 1001 PENNSYLVANIA AVE NW, STE 220 SOUTH, WASHINGTON, DC 20004, hereinafter referred to as LANDLORD and \_\_\_\_\_ whose address is: \_\_\_\_\_ . Phone \_\_\_\_\_, hereinafter referred to as TENANT.

### WITNESSETH:

In consideration of the covenants and agreements to be kept and performed by TENANT, LANDLORD leases to the TENANT and the TENANT leases from the LANDLORD certain property subject to the terms and conditions all of which are specifically set forth herein:

1. It is specifically understood and agreed by and between the parties hereto that this is a bonafide offer to lease real property for a specific term and upon similar terms and conditions as will be contained in leases offered to other tenants in BONITA TERRA.

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

3. LANDLORD hereby leases to TENANT and TENANT leases from LANDLORD that certain real property described as lot \_\_\_\_\_, BONITA TERRA, the street address of which is: \_\_\_\_\_. Such property shall be used for installation and location of TENANT'S mobile home which shall be occupied solely as a private dwelling by the TENANT and the TENANT'S family consisting of two (2) persons. In the event the total number of occupants exceeds this figure, then an additional lot rental amount may be imposed in accordance with the provisions as set forth in the Rules and Regulations of BONITA TERRA.

4. The term of this lease shall be for a period of time commencing on the \_\_\_\_\_, and terminating on \_\_\_\_\_.

The lot rental amount for said term shall be equal to the sum of \_\_\_\_\_ per month payable in quarterly installments on JANUARY 1, APRIL 1, JULY 1, and OCTOBER 1, in advance, notwithstanding the termination date of the lease.

(B) If the term of this lease begins on a day other than a quarterly payment date then a pro-rata portion of the initial quarterly installment payment shall be due on the commencement date of this lease. In the event the term of this Lease is extended as hereinafter provided, then the lot rental amount described above shall be increased as of \_\_\_\_\_ and on the \_\_\_\_\_ of each year thereafter in an amount equal to the increase reflected in the United States Department of Labor Consumer Price Index from the Southeastern regional office. This increased amount shall then become the base for adjustment according to the Index for the next subsequent Lease extension period. thereafter, the base amount will be adjusted in a like manner. In other words, the initial lot rental stated shall be adjusted to reflect increases published in the United States Department of Labor Consumer Price Index from the Southeastern regional office and in accordance with such Index as is available for the most current twelve-month period.

(C) The purchaser of a mobile home has the right to assume the remainder of the term of any rental agreement then in effect. However, upon the expiration of the assumed lot rental agreement, the lot rental amount will go to the existing base rental amount.

All lot rental amount payments shall be payable to the LANDLORD at its office at BONITA TERRA or as may be otherwise directed.

5. The TENANT shall notify LANDLORD, in writing, at least sixty (60) days prior to the expiration date of this Lease of TENANT'S intention to vacate the premises. In the event TENANT does not notify LANDLORD of such intention to vacate, then this lease shall automatically be extended for a period of one (1) year

for the lot rental amount as may be adjusted pursuant to the Consumer Price Index described above. Lot rental amount payments for such extended term shall be payable in advance quarterly on JANUARY 1, APRIL 1, JULY 1, and OCTOBER 1, during the extended term. The notification of intent to vacate the premises shall also apply for subsequent extension terms.

6. TENANT agrees to place a mobile home, pursuant to the Rules and Regulations of BONITA TERRA, on subject premises within sixty (60) days after execution of this lease. Failure to meet this requirement shall result in immediate and automatic termination of this Lease.

7. The LANDLORD agrees to provide maintenance for BONITA TERRA which shall include all residential areas, roads, common areas and recreational facilities as described in the Rules and Regulations. Included in such maintenance shall be trash pick-up service, lawn mowing, sewer and water not to exceed 3,000 gallons per month.

The TENANT shall be responsible for payment of all other utilities including, but not limited to gas, electricity, telephone, cablevision.

8. The TENANT agrees to abide by all Rules and Regulations of the LANDLORD for BONITA TERRA and acknowledges that the violation of such Rules and Regulations may be grounds for the eviction and termination of the Lease Agreement. The TENANT hereby acknowledges TENANT has read and understand the current Rules and Regulations and further agrees that such Rules and Regulations may be amended by the LANDLORD from time to time as the LANDLORD at its sole discretion, shall determine to be reasonable and necessary for the proper and efficient operation of the BONITA TERRA and for the health, safety and welfare of the residents. The LANDLORD agrees that the Rules and Regulations will not be changed without written notification to the TENANT which shall be given at least ninety (90) days prior to implementation of such change by mailing TENANT a copy of the proposed changes.

9. This Lease may not be assigned by a TENANT to another party nor may the premises be sublet by TENANT without the prior written consent of the LANDLORD and payment of the subleasing user fee as set forth in the subleasing user fee agreement. In the event the LANDLORD should consent to such assignment or subletting of all or any part of the leased premises by the TENANT, then the TENANT acknowledges that he shall not be released from the primary obligation for the payment of the lot rental amount in the absence of a specific written release to that effect. The TENANT, including any subsequent assignee or sub-tenant of the leased premises, shall furnish to the LANDLORD evidence of a public liability insurance policy in the amount not less than \$10,000.00 for injury to one person, \$25,000.00 for any one accident and \$10,000.00 property damage, which insurance shall reflect the LANDLORD as an insured.

10. The LANDLORD may terminate this lease and evict TENANT, HOME OWNER, OCCUPANT OR THE MOBILE HOME pursuant to section 723.061, Florida Statutes, for non-payment of lot rental amount; conviction of a violation of Federal or State law or a local ordinance or this Rental Agreement which violation may be deemed detrimental to the health, safety or welfare of other residents of BONITA TERRA, violation of the Park rules or regulations, change in use of the land comprising the Community, or some portion thereof, from mobile home lot rentals to some other use; or failure of the purchaser, prospective Home Owner, or occupant of a manufactured home to obtain approval to become a Home Owner or occupant of the home.

11. In the event the LANDLORD determines that TENANT is to be evicted and this lease agreement terminated for violation of a Rule or Regulation of BONITA TERRA, the LANDLORD agrees to deliver written notice to TENANT of such intent at least thirty days prior to the date the TENANT is to vacate the premises.

12. If the TENANT shall fail to pay the lot rental amount as specified herein at the time and manner stated or shall fail to keep and perform any of the other conditions or agreements of this Lease Agreement, the LANDLORD may, at its option, evict the tenant and revoke all rights of the TENANT hereunder, at which time TENANT agrees to vacate the premises. If the TENANT fails to vacate the premises after proper notice and the LANDLORD brings a legal action for possession, then the tenant agrees to pay all costs and expenses, including reasonable attorneys' fees, which shall be incurred or expended by the LANDLORD in connection with such legal action. In the event of a dispute between the TENANT and the LANDLORD arising from matters other than non-payment of lot rental amount, the parties agree that the prevailing party shall be entitled to recover all reasonable costs and expenses, including attorneys' fees.

13. For purposes of this lease agreement all notices required to be given shall be made to the LANDLORD at the address indicated above. all notices required to be given by the LANDLORD to the TENANT shall be mailed to the TENANT at the address indicated above.

14. Pursuant to 723.025 The TENANT hereby grants unto the LANDLORD the reasonable right of entry onto the premises in order to prevent imminent danger to an occupant of the mobile home or to the mobile home. Entry is also granted for the purpose of repair and replacement of utilities and protection of the mobile home park at all reasonable times, but not in such manner or at such time as to interfere unreasonably with the mobile home owner's quiet enjoyment of the lot.

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

16. The TENANT shall be responsible for obtaining appropriate insurance coverages for his mobile home, motor vehicles and all other personal property. The LANDLORD shall not be responsible for obtaining such insurance and "shall have no liability or responsibility regarding injuries to person or losses to property.

17. The following is a list of all charges, including base rent, special use fees, fees, assessments, and any other financial obligations, of the homeowner to the park owner relating to the tenancy. The current dollar amount must be written in prior to delivery to the homeowner.

<u>TYPE</u>	<u>CURRENT DOLLAR AMOUNT</u>
BASE RENT	\$_____ PER MONTH
RETURNED CHECK FEE	\$_____ PER CHECK
GUEST FEE PER GUEST	\$_____ PER DAY
Guest fees are charges after the period of time allotted in Florida Statutes 723.051	
TRANSFER FEE	\$_____ ON RESALE
SECURITY BAR CODES	\$_____ EACH
LAWN MAINTENANCE	\$_____ PER MONTH
This fee is charged only if Tenant fails to maintain that area of property which is their responsibility	
LATE FEE CHARGES	\$ 1 ½% OF RENT
TOWING AND STORAGE	Rate set by towing Co.
VEHICLE STORAGE IN COMPOUND	\$_____ PER MONTH

18. By execution hereof, the TENANT hereby acknowledges that he has read and understands the foregoing Lease Agreement.

BONITA TERRA

By: \_\_\_\_\_  
MANAGEMENT

Witnesses/Notary

\_\_\_\_\_

MRS: \_\_\_\_\_

ID: \_\_\_\_\_

##: \_\_\_\_\_

\_\_\_\_\_

MR: \_\_\_\_\_

ID: \_\_\_\_\_

##: \_\_\_\_\_

EXHIBIT "C"

BONITA TERRA  
RULES AND REGULATIONS

1. GENERAL INFORMATION

WELCOME TO BONITA TERRA.

Reasonable means have been taken to insure that your residency is pleasant and enjoyable. Many of the Rules and Regulations are based on the requirements of Florida law, and the remainder are to assist in the peaceful enjoyment of all residents.

These Rules and Regulations are intended to maintain the appearance Standards of the Community for your comfort and that of your guests. These Rules and Regulations will be posted in the clubhouse and must be observed by all residents, guests, and family members or invitees. Residents shall require all persons on the premises with their consent to govern themselves in accordance with these Rules and Regulations and in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace.

All terms within these Rules and Regulations are defined in accordance with Chapter 723, Florida Statutes, and the rules of the Department of Business and Professional Regulation, or are used according to their plain meaning. Additionally, the following terms as used herein are defined as follows:

"Community" - means "mobile home park" as defined in section 723.003(6), Florida Statutes.

"Community Owner" - means park owner as defined in section 723.003(7), (9), Florida Statutes.

"Delivery Date" - means the date that a copy of this Prospectus was first delivered by the park owner to a homeowner as reflected in the business records of the park/community.

"Filing Date" - means the date on which this prospectus was first filed for review with the State of Florida, Department of Business and Professional Regulation. Division of Land Sales, Condominiums and Mobile Homes.

"Management" - means those person(s) duly authorized by the park owner to make decisions for the park owner in matters related to the administration and management of the Community.

"Mobile Home" or "mobile home" - means a unit as defined by §723.003(3), Florida Statutes (2000) and shall not include any unit originally sold as a recreational vehicle. This prospectus shall only apply to mobile homes, not to recreational-vehicle-type units, except as required by law.

"Mobile Home Lot" - means a lot described and intended by the mobile home park owner for placement of a mobile home. This prospectus shall only apply to mobile home lots, not to any spaces offered for occupancy by recreational-vehicle type units.

"Park" - means Community.

"Park Owner" or "park owner" - means the owner or operator of the mobile home park as defined in section 723.003(7), (9), Florida Statutes.

"Proportionate Share" - for calculating pass-through charges use 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 parks.

"Season" - means winter months (November 1 - April 30)

## 2. RESIDENCY

2.1. An Application for Residency must be completed and approved, a Prospectus, a copy of the Rules and Regulations (Exhibit B), and a Rental Agreement (Exhibit C) delivered prior to: (i) arrival of the resident's manufactured home in the Community; or (ii) occupancy by a new purchaser when the home is already in the Community.

2.2 The Community Manager (hereafter "Manager") reserves the right to: (i) require repairs or removal, pursuant to section 723.061, Florida Statutes, of a home not meeting the requirements of the Community's existing Rules and Regulations by anyone who purchases or otherwise receives title to a manufactured home that is not acceptable in appearance and condition; (ii) refuse to accept further rent and terminate the Rental Agreement of anyone who, after proper notices pursuant to section 723.061, Florida Statutes, fails to comply with these Rules and Regulations (see rule re: Eviction, for further information); and (iii) refuse rental to any applicant and refuse rental or occupancy to any applicant who fails to meet the Community's standards for residency/occupancy.

2.3 Homes may not be owned primarily for investment purposes. The principal resident (hereafter "Resident" or "Homeowner") of each manufactured home in the Community must be its legal owner. Except for Guest(s) whose stay may not exceed thirty cumulative days per calendar year, each additional occupant of the home must be approved for residency by the Manager; and, pursuant to s. 723.011(5), F.S., will be requested to acknowledge receipt of a copy of the Rules and Regulations and the Rental Agreement prior to occupying the home. Any increase in the number; or, exchange or substitution of persons in a home must have the Manager's prior written approval. Any failure to comply with this Rule or Guideline may subject the Resident and the unauthorized occupant to legal action, including possible eviction pursuant to s. 723.061, Fla. Stat.

2.4 Residents have the right to sell their homes within the Community, and the prospective purchaser may become a resident of the Community. The prospective purchaser must, however, meet all requirements for New Residents prior to purchase or the prospective purchaser will be required to move the home from the Community (see rule re: Eviction).

2.5 Applications for residency must be accurately completed and will be rejected if the applicant or application has:

- i. False or incorrect information on their application;
- ii. insufficient income to meet anticipated lot rental amount payments;
- iii. an inadequate rental history;
- iv. inadequate or unsatisfactory credit history, including, but not limited to, any bankruptcies within the last 7 years, a history of late or partial rental payments at prior residences, prior evictions for non-payment of rent or a large civil judgment which may preclude timely payment of lot rental amount;
- v. background showing the applicant did not comply with rules and regulations or other published policies within the last 7 years at applicant's prior place of residence;
- vi. refused to agree to a disclosed increase in lot rental amount upon the expiration of the term of an assumed rental agreement pursuant to §723.059(3)-(4), F.S.
- vii. background showing the applicant has a prior criminal history indicating financial untrustworthiness; or, the applicant or any resident of their household has acted in a manner threatening the health, safety, property or right to peaceful enjoyment of living accommodations of other nearby residents or employees at a prior residence; or, is reasonably likely to do so if admitted as a resident of this Community.

2.6 Homes may not be owned primarily for investment purposes. However, Residents may sublease (rent) their homes, with the Community owner's prior written approval and payment of the applicable subleasing user fee as set forth in the subleasing user fee agreement. All subleases must be for a minimum of three consecutive months. In addition, all homeowners must spend at least 3 consecutive months in the home during a given rental year, even while they are subleasing the unit. Homeowners must register at the office as they arrive and sign out

upon departure. Each potential sublessee (renter) of a home in the community must be screened for residency pursuant to the Community Rules and Regulations. In particular, all provisions concerning the community's status as an older persons park are applicable to renters/sublessees. Resident(s) must be present for all visits involving guests, invitees or renters who are less than 55 years of age.

2.6.1 Resident remains responsible for timely paying lot rental amount, even if the home is subleased.

2.6.2 Resident, at its sole expense, must actively and promptly evict any sublessee (renter) for violating or allowing violations of these Community Rules & Regulations by any family member, other renter or guest.

2.6.3 Failure of Resident comply with these Rules; or, to secure renter(s) compliance with these Rules may result in termination of Resident's own tenancy and eviction.

### 3. OLDER PERSONS PARK

In accordance with the Federal Fair Housing for Older Persons Act of 1995, this Community is intended and operated as "housing for older persons." Under the Act, those persons age 55 and over are defined as "older persons". The Community complies with the Act and is intended to be reserved for residents age 55 and over, with certain exceptions as allowed by the Act. All prospective residents will be screened for admission to the Community under this Rule, and the home must be permanently occupied by at least one person who is 55 years of age or older as of the date of occupancy. No applications will be accepted without proof of age such as: valid driver's license, birth certificate or passport. Minimum age for all residents, except permanent full-time caregivers whose presence is required by a licensed physician, is 35. Under the Act, Management may, in its sole discretion, make certain exceptions to this rule. To maintain the Community's compliance with federal fair housing laws and regulations, all current and prospective residents must promptly and accurately respond to Community's requests(s) for written verification of occupants' age(s).

### 4. GUESTS

4.1 All persons who are not specifically named in the Rental Agreement are considered guests. A resident's guest whose stay exceeds thirty (30) cumulative days per calendar year will subject the home owner to additional fees based on the number of guest(s) and the most recent issued Lot Rental Amount Increase Notice.

4.2 Guests, including children, are entirely the responsibility of their resident hosts and must comply with Community Regulations. Guests who are unruly or who create disturbances must leave. The Community facilities are primarily for the use and enjoyment of the residents. When conditions permit, guests will be allowed to use the Community facilities, however, guests under the age of sixteen (16) must be accompanied by the resident host at all times.

4.3 All overnight guests or guests who will be using Community recreational facilities, must be registered by their resident host at the office during normal office hours. Guests arriving on weekends or holidays may be registered during office hours the last day prior to their arrival. Failure to register your guest will subject the guest to immediate removal from the Community. Guests must notify the office upon departure.

### 5. FEES, CHARGES, AND ASSESSMENTS

5.1 Payments: Payments are collected in the Community office during normal office hours; in the drop box provided; or, payments may be mailed to: Mobile Home Park Manager, 25501 Trost Blvd., Bonita Springs, Florida 34135. The resident's lot number must be indicated on their check or money order. All payments received from residents are applied first to any late fees, returned check fees, assessments or other authorized charges which may be owing, then to any utility charges due, if any, and then the remaining balance is applied to any monthly lot rental amount balance due.

5.2 NSF Checks: Only money orders or cashier's checks will be accepted from any resident who has twice written checks on insufficient funds.



5.3 All fees, charges and assessments are set forth fully in the Community's Prospectus.

## 6. EXISTING MOBILE HOMES

6.1 Alterations/Additions: Residents are encouraged to upgrade their mobile homes. To ensure that individual actions are aesthetically compatible with other homes in the Community and in accordance with Community standards, all improvements, additions, and alterations, including replacement of existing air-conditioning, carports, screened-in area, awnings and utility buildings, must be approved by the Manager prior to commencement of work. Each resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community Standards, county building and zoning codes, and other restrictions of record. All improvements must be completed within thirty (30) days. For additional information on Community Standards, please see "Improvements to be Installed by New Residents".

6.2 Maintenance: All homes, carports, sheds, screen enclosures or any other items placed on a lot by resident must be maintained in a clean and orderly manner. Damaged areas or poorly painted areas of the home and accessory buildings must be repaired or repainted. The Manager reserves the right to require repairs, repainting or other maintenance that is needed to maintain Community Standards.

6.3 Windows and Openings: No aluminum foil, sheets, towels, blankets or similar materials (other than window blinds, vertical blinds, mini-blinds or drapes) may be placed in windows or doors. The use of tinted mylar film in brown or gray tint is acceptable. All window treatments in homes and all blinds, including in screen enclosures must be maintained in good condition. To protect the safety of all residents, no modifications may be made to windows or any other part of the exterior of the home without first: (1) providing written certification from a licensed engineer; or, the original manufacturer of the home that the proposed modification/alteration will not affect the structural safety of the home during storms; and, (2) receiving the prior written approval of the Community Owner, in writing.

6.4 Exterior Surfaces: The exterior surfaces of the mobile home including the eaves and trim shall be kept free of mildew or discoloration. Peeling, fading, or damaged exterior surfaces must be restored to the original new condition.

All exterior materials and paint colors used must be approved in writing by the Manager prior to their use on the home. The materials used should be consistent with the types of materials used on new homes being brought into the community.

6.5 Obsolescence: Home must be maintained in a clean, safe, and aesthetically pleasing condition, consistent generally with the majority of other homes located in the community.

6.6 Antennas and Satellite Dishes: Cable television is available in the Community. Any receiving antennas shall be attached to the mobile home. Any equipment that interferes with neighboring reception is prohibited.

Federal Communications Commission's regulations allow reasonable restrictions affecting the placement, appearance or installation of satellite dishes and antennas. In order to maintain an attractive community, thereby preserving the market value of residents' homes, residents are strongly urged to rely on indoor broadcast antennas or cable tv as opposed to installing outdoor antennas or satellite dishes. To maintain the appearance of the community and help avoid safety hazards to your neighbors, all antennas and satellite dishes of every kind should be installed from the middle to the rear of the mobile home. They may not extend any higher above the mobile home's roof line than the distance between the home itself and the adjacent lot line. Such limitation is to protect your neighbors from injury if the mast or antenna falls. Satellite dishes may be installed on a mobile home, so long as it does not exceed 1 meter in diameter. Dishes larger than 1 meter in diameter are prohibited in this community. Satellite dishes may be not installed on any other resident's lot or on common property. Moreover, satellite dishes may serve only one resident's home.

6.7 Solar Heating: Solar heating apparatus may be installed; however, its make-up, size, and placement must be approved in writing by the Manager prior to installation.

6.8 Storage: To avoid fire hazards, and to promote safety and community appearance, the space immediately underneath a manufactured home shall not be used for storage. Patios may not be used for storage and storage on lots is prohibited unless approved by the Manager.

## 7. ENTERING MOBILE HOMES

7.1 Size and Age: Generally, with limited exceptions, all homes are double-wide units. The minimum size for double-wide mobile homes is: 24' wide X 50' long. The minimum size for a single-wide mobile home entering the Community is 14 feet by 50 feet. The maximum size of an entering mobile home will be dependent upon lot size restrictions. All replacement homes must be new. No used homes are permitted to be brought into the Community. Before a home is brought into the Community, it must be approved by the Manager.

7.2 Set-Back and Placement: Prior to installing a mobile home on a lot, placement must be approved by the Manager. Resident shall observe all local governmental building and zoning codes.

## 8. IMPROVEMENTS TO BE INSTALLED BY NEW RESIDENTS

Residents who commence occupancy in the Community, whether by purchase or other transfer of title of an existing home or by installing a new home, must meet the following Community Standards, together with applicable requirements for "Existing Mobile Home." The Manager is in the continual process of upgrading the mobile home Community and reserves the right to require New Residents to upgrade to Community Standards in effect at the time of entrance. Requirements may be waived or modified by the Manager due to space limitations, design considerations, or such other reasons as may be sufficient in the sole discretion of the Manager. All plans must be approved by the Manager prior to commencement of work and all necessary permits obtained and displayed. All work must be completed within thirty (30) days of occupancy and work to be done must be included in the Purchase Contract.

8.1 Anchors: Prior to occupancy, the home must be tied down by hurricane anchors as disclosed in the prospectus or applicable governmental regulation or ordinance. Tie-downs and blocking must meet all standards set by state, county, city or any other governmental agencies. These actions must be performed by a properly licensed contractor, mobile home installer, or mobile home dealer. The homeowner is solely responsible for periodic safety inspections of such tie-downs; and, for taking such corrective action as necessary to ensure continuing compliance with all required and recommended placement, setup and tie-down procedures established by any government regulation or statute; and, by the home's manufacturer.

8.2 Skirting: The entire mobile home, including decks and porches, must be skirted within thirty (30) days of occupancy with a material approved by the Manager. Skirting must provide for ready access for repair and inspection of under home utilities.

8.3 Hitches: Hitches are to be removed and stored.

8.4 Steps: Steps must be located at all exterior home entrances. Steps must be constructed of concrete or of a material approved by the Manager. Steps must be kept neat, clean, and safe and must meet local codes where applicable.

8.5 Lighting and Street Numbers: Every home must have a lot post light installed on or near the mailbox. All lot post lights are required to be left on every evening (year-round) for street lighting and security reasons; and, must be maintained in a working manner by each Resident or Renter, as applicable. All homes must have the address clearly written on the mailbox and visible from the street. This is essential to help emergency services personnel.

8.6 Air Conditioning: Every home must have an operable central air conditioning unit and as of May 1, 2013, there will be no new installations of window air conditioning units which are visible from the street anywhere in the Park.

8.7 Carports: All homes are to be equipped with a carport constructed of .032 gauge aluminum or heavier and supported by 2 inch by 2 inch or larger aluminum posts which must be installed and attached to each

home so as to provide an integrated roof line between the home and such carport. The carport must be a minimum of 12 feet in width by 35 feet in length and have a fascia extending the width of the home and carport.

8.8 Utility Buildings: All homes are to be equipped with a utility shed constructed of the same material as the carport and incorporated thereunder. The utility shed must be a minimum size of 6 feet by 8 feet by 8 feet high. Both the carport and utility shed must be aesthetically compatible with other like structures in the Community. No free-standing sheds are permitted, and all such installations must comply with local codes and ordinances.

8.9 Fencing: No fencing may be installed in the Community for pet runs or division of home sites. Decorative fencing may be permitted in gardens and flower beds with the park owner's prior written approval. If installed, all such decorative fencing must be properly maintained and painted or stained to avoid detracting from the appearance of the Community.

8.10 Decks and Porches: All porches and decks must be constructed of treated wood, have hand rails on all exposed sides, and be skirted. Awnings and additions are to be constructed of approved materials and resident is solely responsible for complying with applicable government regulations. All porches, decks, awnings and additions must be maintained in good condition consistent with the requirements of these rules and regulations. Prior to installing any of these items, the resident must first obtain written approval from Manager.

## 9. MOBILE HOME SITES

9.1 Alterations: Any alterations or modifications to a mobile home site, including attachments, driveways, landscaping, or items that will affect the exterior appearance of the residence, must have the written consent of the Manager prior to commencement of work. Each resident is responsible for the submission of complete plans or permits for anticipated alterations; showing compliance with Community Standards, county building and zoning codes, and other restrictions of record.

9.2 Maintenance: Resident is responsible for the overall appearance of the home site. Lot must be kept clean, orderly, and free of litter, and resident must maintain all plantings, including trees and shrubbery thereon including trimming, watering, weeding, and the general care thereof. Home sites not maintained to satisfactory Community Standards will, after proper notice, be maintained by the Manager and the cost thereof will be charged to the resident.

9.3 Landscaping: Additional landscaping (including trees and shrubs) may be planted with Manager's prior approval of type and location. The Community is not responsible for any property damage or personal injury arising from the existence of trees, shrubbery or other plantings upon a mobile site, regardless of the nature of such injuries or damage. Trees may not be removed without the express written consent of the Manager, which consent will not be unreasonably withheld.

9.4 Watering: Southwest Florida is under extreme conservation requirements for water usage. Residents may not have jacuzzis installed; nor may they have "kiddie pools" for visiting children. Residents must comply with all directives from Community Management, local government or water management officials regarding water usage. Sprinklers and hoses shall not be left running unattended. Management may, at its option, enter a lot and turn off water when resident is in violation of these rules.

9.5 Equipment: Lawn care equipment, tools, toys, and other equipment must be stored out of sight when not in use. No articles are to be stored beneath mobile homes or on patios.

9.6 Furniture: Only furniture specifically designed for outside use is allowed outside the home. Wind chimes are not permitted.

9.7 Laundry Lines: Only removable umbrella or reel-type laundry lines may be installed at rear of home. Pole location must be approved by the Manager to avoid damage to utilities. No one is permitted to hang towels, rugs, rags, or any wearing apparel on the mobile home, awning, portable rack, or other device on the lot.

9.8 Post, Poles, and Stakes: No posts, poles, stakes, or the like are to be driven into the ground without consulting the Manager due to the danger of interfering with or damaging underground utilities. Resident will be liable for any expense incurred by the Community resulting from violation of this Rule.

9.9 Place of Residence Only: Home sites may be used as a residence only and are not to be used for a business. A business is defined as any child care or babysitting service for a fee; or, any commercial enterprise which: (i) is required to be licensed by local or state law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the home; (iv) includes door-to-door canvassing of Community residents for commercial purposes; or (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its residents.

9.10. Home Owner may display one "For Sale" sign, no larger than 12 inches x 16 inches, inside the manufactured home window. This sign may display only the words, "For Sale" or the equivalent plus an address or telephone number where further information may be obtained. The display of information on the sign regarding any commercial enterprise is prohibited. No other type of sign may be placed in or on the home so as to be in public view. No sign of any type may be posted in the yard or on golf carts. A "No Trespassing" sign may not be displayed anywhere in or on the home so as to be visible from the street or from another home, or in the yard. Because of safety and security considerations, any home offered for sale must be registered with the Community Office before a sign is displayed. For new inventory homes, community owner reserves the right to utilize additional flags, signs, and/or banners in addition to the one for sale sign.

9.11 Residents may display one portable, removable, cloth or plastic national flag, not larger than 4½ feet by 6 feet, in a respectful manner on a flagpole attached to their home. On Armed Forces Day, Memorial Day, flag Day, Independence Day, and Veterans Day, residents may also display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, including POW/MIA flags or flags that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. No other flags may be displayed on the home or in the yard. Flag poles that are currently on lot, are grandfathered but must be removed when home owner sells home.

## 10. TRAFFIC AND VEHICLES

10.1 Speed Limit: The 15 mile per hour speed limit must be observed. Please pause at intersections and be particularly alert for bicycle traffic and golf carts.

10.2 Street Repair: To help keep streets in good repair, the only vehicles allowed in the Community are passenger cars, vans, and pick-up type trucks (1 ton limit). Brief visits by service vehicles are the only exception. Please report street repairs that you feel are necessary.

10.3 Vehicles: Commercial signs (including magnets) are not permitted on vehicles, other than those in Bonita Terra for brief service visits. Operators of all motorized vehicles within the Community must have a valid operator's license. Go-carts and ATV's (four wheelers) or any similar vehicles are prohibited. Pedestrians, golf carts and bicycles have the right-of-way. Motorcycles, motorbikes, motorscooters, mopeds, etc., are permitted provided they are used only for transportation in and out of the Community. Storage of motorcycles, motorbikes, motorscooters, mopeds, etc., must either be in an approved shed or in a designated parking space. Such vehicles must be licensed and registered for the highway. No off-the-road vehicles such as dirt bikes, all-terrain vehicles, etc., shall be operated or stored in the Community. All motorcycles, motorbikes, motorscooters, mopeds, etc., must be properly muffled with engine and exhaust noise kept to a minimum. Engines shall not be "raced", "gunned", or "revved" in a manner, or at a time, which will disturb the peace and quiet of the Community. Residents shall be held responsible for their guest(s)' actions.

10.4 Vehicle Repairs: Residents may not perform any vehicle repairs, i.e. oil changes, brake jobs, and minor tuneups within Bonita Terra. Motor vehicles without current license plates are not allowed in the Community for more than 24 hours.

10.5 VEHICLE IDENTIFICATION DECALS. At its own expense, the Community has installed a Gate Control system involving vehicle identification (bar code) decals. Residents needing replacement decals will be charged a fee. Further, all new incoming residents will be charged a fee for their initial decals. Residents are responsible for maintaining security over the access decals issued to them and shall not loan them to non-residents; and, furthermore, shall scrape off and return decals from any vehicle before it is sold, transferred or disposed. Loss

of access decals presents a security problem for all residents. Improperly loaning out or failing to remove decals from vehicles upon sale/transfer/disposal of the vehicle(s) is a violation of the Community's Guidelines. Such violation may result in deactivation of all current decals for the violating household; charges for replacement decals under the applicable prospectus; and/or, to potential eviction pursuant to the disclosures in the prospectus and section 723.061, Fla. Stat.

## 11. PARKING

11.1 Street Parking: Streets are Fire Lanes. No parking is permitted on the streets. They must be kept clear to allow passage of emergency vehicles and avoid inconvenience to other residents.

11.2 Parking Spaces: Parking more than 2 vehicles at a residence is not allowed. Residents shall not keep more than two (2) vehicles in the Community. Residents and/or their guests will not be permitted to park on lawns or any other area of the Community that is not specifically marked to provide for vehicle parking. A resident will be allowed to park in another resident's driveway or carport only when written permission has been received and filed with the Manager.

11.3 Guest Parking: It is the resident's responsibility to ensure that their guests are parked properly.

## 12. COMPOUND STORAGE AREA

No boats, boat trailers, travel trailers, campers, RV's, or similar units are allowed on lots, except in the "Resorts Section." Parking of such units in the Resorts Section is a privilege and is conditioned on the homeowner not infringing on or damaging any adjacent lots or property. Arrangements for use of the compound storage area can be made through the Manager. There is presently no user fee charge for that storage facility. The Community reserves the right to establish a user fee for that facility at any time in the future. The Community shall not be liable for any loss or damage suffered to any articles stored in the compound.

## 13. PETS

13.1 Pet Registration: Every pet must be registered with the Manager; and, the pet's owner must provide a legible copy of a photograph of the pet upon its arrival in the community. Except for "aggressive breeds" of dogs, only one (1) generally accepted domestic pet which has been approved and registered by the Manager and that does not exceed 60 pounds at full growth is allowed in each unit within the Community. "Aggressive breeds" of dogs are prohibited. "Aggressive breeds" means: Doberman pinschers, Staffordshire terriers, huskies, rottweilers, chows, akitas, presa canarios, German shepherds, pit bulls, wolf-hybrids and any mix thereof, and any other breed as determined by the Community manager. The manager's decision in this regard is final.

13.2 Leashes: Pets must be kept inside the home or on the leash with the resident at all times. While the pet is outside, resident shall be responsible for any clean-up needed.

13.3 Collars: Pets must wear necessary registration from the appropriate governmental agency.

13.4 Pet Removal: Any pet not properly registered must be removed from the Community. If the Manager finds the conduct of a pet to be dangerous, noisy or bothersome to others, its registration will be terminated and the pet must be removed within seven days from receipt of written notice from the Community Owner. Failure of the resident to remove the pet from the premises within such period may result in eviction proceedings. Pets become noisy or bothersome when: (a) a dog barks for three sustained minutes or more (day or night) on a regular, recurring basis; or, (b) a cat howls for three sustained minutes or more (day or night) on a regular, recurring basis. A pet is dangerous when its aggressiveness or behavior reasonably causes fear for a resident, guest, community employee, or contractor. A single bite is sufficient reason, but not a prerequisite, for removal under this rule.

13.5 Cancellation of Pet Privileges: Should pet management become a problem in the Community, the Manager reserves the right to refuse admission to all further new and/or replacement pets.

## 14. RECREATION AND OTHER FACILITIES

14.1 The Clubhouse is provided for the use of residents. Guests are allowed only if accompanied by a resident. These facilities may be reserved by residents for private activities, on a not-to-interfere basis with other pre-planned Community-wide activities. Please make all reservations through the Activities Director well in advance of your planned activity. It is the resident's responsibility to clean the area after use and to pay for any damage to equipment or facilities. No pets are allowed in the recreation areas.

14.2 Rules regarding each facility, i.e., recreation building, tennis courts, swimming pools, are posted for your safety and convenience in the respective areas. Failure to observe those rules may, at the Manager's option, cause restriction of use of the facility or issuance of a rules violation, which may include potential eviction. The Recreation Hall and facilities are located in the recreational vehicle area of the Community. The Clubhouse and related facilities are located in the Mobile Home area of the Community. The Clubhouse pool is designated for persons 21 years or older only.

14.3 Swimming pool: Pool Rules are posted in the pool areas and incorporated herein. Failure to comply with all Pool Rules will result in the rescission of pool privileges or Notice of a Rules Violation at the Manager's option.

- Swim at your own risk - No Lifeguard on duty.
- ID badges required and all guests of tenants must report to the office prior to using the recreational facilities. Guests must be accompanied by a tenant while using the facilities.
- No food or drink within 5 feet of pool. No glass containers in pool or pool area or tennis courts.
- Shower before entering the pool. No floatation devices/arm bands only. Swimsuits only/no cut offs.
- No jumping or running on pool deck. No jumping or hanging on safety rope.
- Children under sixteen (16) years of age must be accompanied by a responsible older person in the recreation area at all times. Diapered babies are required to wear waterproof plastic pants.
- Recreational facility hours are 8:00 a.m. to 10:00 p.m. unless extended by a special arrangement. Special hours will be posted to allow for cleaning and maintenance of all facilities.
- No pets, skateboards, roller-blades, balls or golf carts are allowed in the pool areas at any time.
- Minimum clothing in the recreational area for men (except pool-side) is shorts, shirts and thongs or sandals; and, for ladies shall consist of shorts, halter and thongs or sandals. Proper attire is required in the Administration Office.

14.3 Shuffleboard: Please be a good sport and limit your play to two (2) 10 frame games if other residents are waiting. This Rule does not apply during league participation.

14.4 Alcoholic Beverages: Loud parties and excessive drinking will not be tolerated any place in the Community.

## 15. BOATING.

Except for one boat controlled by the Yacht Club, no boats are permitted in the lake area except remote control boats not exceeding 3 feet in length.

## 16. FISHING.

No fishing is allowed in the lake or canals.

17. LAKES AND CANALS.

1. Swimming or wading is not allowed in the lakes.
2. DO NOT feed or tease wildlife in the lakes, for your safety and theirs. According to state law, feeding the alligators may result in very substantial fines and/or civil penalties from the government; and, even result in a jail sentence.
3. DO NOT cut out the vegetation in the canals - just trim it.
4. DO NOT throw anything into the lakes or canals.

18. NOISE

Conduct which disturbs the peace and tranquility of others such as excessive noise, loud parties and abusive language is not permitted in the Community. Radios, televisions, stereos, musical instruments, or the like shall not be played in a manner so as to be audible outside the mobile home between the hours of 10:00 p.m. and 8:00 a.m. Yelling, screaming, and use of profanity outside the home, or inside the home if audible outside, are never permitted in the Community.

19. CONDUCT/DANGEROUS INSTRUMENTALITIES/RESPECTING RIGHTS OF OTHERS

19.1 The display or use of dangerous instrumentalities outside the home, including but not limited to: guns, BB guns, air guns, sling shots, or bows and arrows is not permitted in the Community. Furthermore, the actual use or threat(s) to use any dangerous instrumentalities inside or outside the home is grounds for immediate eviction. The hurling of rocks, knives, eggs, sticks, and any other missiles is strictly forbidden. Fireworks are also strictly forbidden.

Residents and their guests must behave responsibly towards others and may not create disturbances. Further, residents may not act in a manner that threatens the health, safety, or right to peaceful enjoyment of the Community by other residents or Community employees.

19.2 Crime Free Community.

(1) If Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the premises with Resident's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, on or near the leased premises. "Drug-related activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance.

(2) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the premises with Resident's permission or consent, shall not engage in any act intended to facilitate criminal, including drug-related activity, on or near said leased premises.

(3) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the premises with Resident's permission or consent, will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

(4) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the premises with Resident's permission or consent, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, at any location, whether on or near the dwelling unit, premises or otherwise.

(5) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the premises with Resident's permission or consent, shall not engage in any illegal activity, including prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the community), battery, including but not limited to the unlawful discharge of firearms on or near the leased

premises, or any breach of the lot rental agreement that jeopardizes the health, safety or welfare of the landlord, his agent(s), or other residents, or involving imminent or actual personal injury or serious property damage.

(6) VIOLATION OF THIS RULE SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LOT RENTAL AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation shall be good cause for immediate termination of the lot rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction.

## 20. REFUSE

All trash, garbage, and refuse must be placed in plastic trash bags and tied securely. Trash is to be placed in the trash compactors provided. At all other times, trash should be kept in an inconspicuous place and in covered containers. Failure to place garbage and refuse inside trash compactors may subject the resident to a separate fee as disclosed in the prospectus.

Grass cuttings, leaves, trimmings, and etc. must be placed in plastic bags adequate for pick-up. Burning of trash, leaves, or other material is not allowed. If in doubt about large trash disposal, ask the Manager. No garbage or refuse shall be dumped in vacant lots, around recreational areas, or across fences around the perimeter of the Community. The compactors are to receive waste generated from daily household use only. Any debris produced from construction, remodeling, or upgrading of your unit must leave the park by other means. Any resident needing assistance in this matter can contact Advanced Disposal. Any fee for this service will be the sole responsibility of the resident. In regard to recycling, there are three twenty yard dumpsters located just north of the Club House for most of your recycling needs.

## 21. UTILITIES

21.1 Utility Hook-Ups: All electrical and plumbing hook-ups must be completed by licensed service people. Any fees for installation or hook-up of utilities for new or replacement homes are the resident's responsibility.

21.2 Utility Repairs: The Manager is not responsible for the failure, default, improper act, or omission by any utility supplying such services. Resident should check to be sure that their water heater has a relief valve. The Community is not responsible for damage done to water heaters caused by lack of water in the system.

## 22. SOLICITING

All solicitation, commercial or otherwise, is banned with the exception that Community residents have the right to communicate on matters of common interest related to the Community as allowed pursuant to Sections 723.054-723.056, Florida Statutes.

## 23. INSURANCE.

All residents are responsible for maintaining their own liability insurance, homeowners insurance, and personal property insurance, if necessary, to protect themselves, their homes, the contents thereof, any other household members, visitors, or guests of any nature against any loss or damage of any kind arising from placement of the manufactured home within this Community or occupancy of such home while it is in the Community. Additionally, residents shall insure that the Community Owner is an additional named insured on their policy for cleanup costs at other damages suffered by the Community Owner arising from the homeowner's occupancy in the Community. The Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on the lot or within the home or reimbursement to the resident for the loss of the home or personal property. Violation of this rule shall not be grounds for eviction under Chapter 723.

## 24. RIGHTS/WAIVER/EXCEPTIONS.

Community Management shall have the right of access to the resident's mobile home to prevent imminent danger to an occupant of the mobile home or to the mobile home itself. Community Management shall have the right of entry onto the lot, at all reasonable times, for purposes of repair and replacement of utilities and protection of the Mobile Home Community.



Specific variances to these Rules and Regulations may be granted by the 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 as to not disturb residents' quiet enjoyment of the Community and where the basis for the variance is deemed sufficient in the sole discretion of the Manager.

The rights of the Community Management contained herein are cumulative and failure of the Community Management to exercise any right shall not operate to forfeit any other rights of the Community Management. The failure of the Community Management to insist, in any one or more instances, upon a strict performance of any of the provisions of the lot rental agreement or rules and regulations, or to exercise any right or option contained herein, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver or relinquishment for the future of any such provisions, options or rights, but such provisions, options or rights shall continue and remain in full force and effect. The receipt by the Community Management of any monies due hereunder, with knowledge of the breach of any Community rule or provision of the lot rental agreement, shall not be deemed a waiver of such breach, and no waiver by the Community Management of any provision hereof shall be deemed to have been made unless in a writing, expressly approved by the Community Owner, not by any agent thereof, including the Manager.

## 25. RENTAL AGREEMENT TERMS AND CONDITIONS

Written Rental Agreements will be offered to all New Residents prior to occupancy. All Rental Agreements will have a term of one year. Whether or not resident chooses to execute a written Rental Agreement, resident is subject to the same terms and conditions as residents who have executed Agreements. All of the terms and conditions of the Agreement are specifically incorporated herein by reference as Rules and Regulations governing the tenancy.

## 26. EVICTION

A mobile home owner or a mobile home tenant, a mobile home occupant or a mobile home may be evicted from this Community only on one (1) or more of the grounds listed in Chapter 723, Florida Statutes. The grounds applicable on the effective date of this rule or guideline are summarized below:

- a. Nonpayment of Lot Rental Amount.
- 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 other residents of the Community.
- c. Violation of a Community Rule or Regulation, the Rental Agreement, or the provisions of Chapter 723, Florida Statutes.
- d. Change in Land Use. Change in the use of the land comprising the mobile home park or the portion thereof from which one (1) or more mobile home(s) are to be removed.
- e. Failure to be qualified as a resident. Failure of a purchaser, prospective tenant, or occupant of a mobile home situated in the mobile home park to be qualified as, and to obtain approval to become a tenant or occupant of the home.

**BONITA TERRA**  
**USER FEE AGREEMENT FOR SUBLETTING SERVICES**

Date \_\_\_\_\_

1. Bonita Terra (hereinafter "Community Owner") provides by Community rule that a home owner may sublet his mobile home in the Community upon prior written permission of the Community Owner. By execution of this User Fee Agreement, the undersigned Home Owner(s) agree that the Home Owner may sublease Home Owner's home located at \_\_\_\_\_ and that the Home Owner will pay the fee for subletting services to the Community Owner as set forth below.

2. The user fee for subletting services is \$\_\_\_\_\_.

3. Home Owner understands that Community Owner has no contractual relationship with the sublessee and Home Owner remains fully responsible for the payment of lot rental amount to the Community Owner, and is responsible for compliance with the Community Rules and Regulations by the sublessee and by any guests or invitees of the sublessee, pursuant to Chapter 723, Florida Statutes.

4. Home Owner understands that Home Owner has a contractual relationship with the sublessee pursuant to Chapter 83, Florida Statutes, the "Florida Landlord-Tenant Act." Community Owner will not accept payments of any nature from the sublessee; however, Community Owner has the right to seek eviction of the sublessee, as an occupant of the home, and/or the home itself, pursuant to Section 723.061, Florida Statutes.

5. Community Owner's duties are limited to the following under this User Fee Agreement: (1) process the prospective sublessee's application including the performance of credit and criminal history background checks; and (2) distribute a copy of the Community's Rules and Regulations to the sublessee. Home Owner is solely responsible for ensuring that sublessee actually receives a copy of the Community's Rules and Regulations and complies with same. Community Owner has no obligation to market the Home Owner's home in any manner.

6. A separate User Fee Agreement for Subletting Services must be executed, and a separate user fee for subletting services paid, each time the home is sublet, regardless of whether the sublessee has previously sublet the home.

7. Sublessees who are to be in residence for more than fifteen consecutive days or a total of thirty days per year must meet the Community's age restrictions.

8. Community Owner shall provide at least thirty (30) days written notice prior to the implementation of any increase in the amount of the fee specified in this Agreement. Increases in the amount of the fee shall be implemented, in the sole discretion of Community Owner, based on Community Owner's cost of providing these services or on the prevailing market rate for such services.

9. Community Owner shall have the right to cancel this Agreement at any time upon 30 days written notice to the Home Owner and refund of a pro-rated portion of the user fee paid by the Home Owner.

10. This Agreement is binding on any successor to Home Owner including Home Owner's heirs, assigns or purchasers of Home Owner's home. Nonetheless, such a successor may terminate this Agreement upon full payment for services rendered as of the date of written notice of termination being provided to Community Owner.

11. In consideration of the Community Owner's services as rental agent for Home Owner(s), Home Owner(s) hereby agrees to hold the Community Owner, its officers, directors, partners, agents and employees, harmless from, and hereby releases any claim he or she may have against the Community Owner, as the result of any damage (including without limitation, theft, vandalism, malicious mischief, fire, hail, flood or windstorm damage) to Home Owner's property arising as a result of or during the sublease of Home Owner(s) home, regardless of whether such loss or damage may have been caused or contributed to in full or in part by any act, error or

omission of the Community Owner or the Community Owner's officers, directors, partners, agents, or employees. Home Owner further agrees to maintain property and liability insurance on his home at all times the home is subleased, and to be liable for any damages caused to Home Owner's property in the home or on the subleased premises.

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HOME OWNER

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REPRESENTATIVE OF BONITA TERRA

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HOME OWNER

## **July 1, 2001 Addendum to Prospectus**

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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 as:

"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.