



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Lawton Chiles
Governor

Richard T. Farrell
Secretary

P1 Prospectus

August 7, 1998

Ms. Sally Bond Mann
Gunster, Yoakley, Valdes-Fauli & Stewart, P.A.
215 South Monroe Street, Suite 830
Tallahassee, Florida 32301

RE: Southport Springs
PRMZ003537 - P13229

Dear Ms. Mann:

Pursuant to Section 723.011(1), Florida Statutes, the Division of Florida Land Sales, Condominiums and Mobile Homes has reviewed the above-referenced mobile home park prospectus filing. It has been determined that the prospectus is adequate to meet the requirements of Chapter 723, Florida Statutes.

A copy of the approved version of the prospectus, as identified above, is enclosed. **In accordance with Rule 61B-30.002(12), Florida Administrative Code, within 30 days from the date of this letter, please provide the Division with a written statement verifying that the version of the prospectus enclosed constitutes the approved version and that this is the only version which will be distributed.** If you feel this is not the case, please immediately contact the Specialist who reviewed this file.

Once a prospectus is determined adequate by the Division to meet the requirements of Chapter 723, Florida Statutes, no change or amendment shall be made to the prospectus filing unless in compliance with Rules 61B-30.002 and 61B-31.001, Florida Administrative Code.

The park owner is obligated by law to furnish a copy of an approved prospectus and all exhibits to each **prospective** home owner. An approved prospectus must also be delivered by the park owner to each home owner who is renewing a rental agreement or prior to increasing the lot rental amount if no prospectus has previously been given. This prospectus may be delivered only to a home owner who is not assuming an existing rental agreement or to a home owner who has not previously received a prospectus.

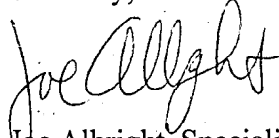
THIS APPROVAL ONLY VERIFIES YOUR COMPLIANCE WITH THE FILING AND DISCLOSURE REQUIREMENTS OF CHAPTER 723, FLORIDA STATUTES, AND DOES NOT CONSTITUTE THE DIVISION'S ENDORSEMENT OF THE OFFERING,

DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES
BUREAU OF MOBILE HOMES
NORTHWOOD CENTRE • 1940 NORTH MONROE STREET • TALLAHASSEE, FLORIDA 32399-1031
TELEPHONE (850)488-0970 • FAX (850)487-0870

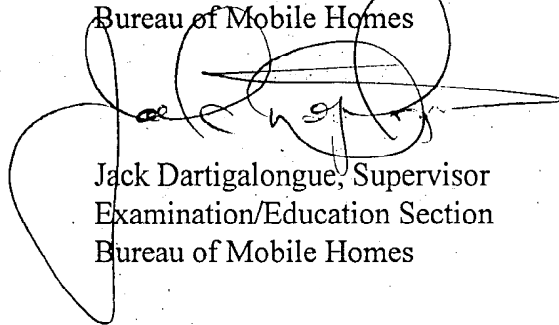
Ms. Mann
August 7, 1998
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DEVELOPMENT, OR ANY REPRESENTATIONS MADE ABOUT THE SUBJECT OF THIS FILING. THIS APPROVAL DOES NOT RELIEVE THE PARK OWNER OF ANY RESPONSIBILITY UNDER THE FLORIDA STATUTES, THE RULES PROMULGATED BY THE DIVISION THEREUNDER, OR ANY OTHER APPLICABLE LAWS.

Sincerely,



Joe Albright, Specialist
Examination/Education Section
Bureau of Mobile Homes



Jack Dartigalongue, Supervisor
Examination/Education Section
Bureau of Mobile Homes

JD/JWA/ja

enc: Copy of approved version
of prospectus

cc: Southport Springs I Limited Partnership, park owner w/o enclosure

Approved Version
August 7, 1998
P1 3229

P1 Prospectus

Pages 3 & 5 of
the Rules are
substituted on
8/14/98.
See Divisions
Leader of that
date.

Southport Springs

Southport Springs

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

SUMMARY OF ALL STATEMENTS REQUIRED
TO BE IN CONSPICUOUS TYPE BY
SECTION 723.012, Florida Statutes (1997)

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OF
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¹ Wherever the word "Prospectus" appears in this document, it shall be deemed to include the phrase "Offering Circular," which phrase is used interchangeably with "prospectus" throughout Chapter 723, *Florida Statutes*, to refer to the disclosure document provided to prospective lessees of lots in mobile home parks.

EXHIBITS TO PROSPECTUS

<u>Exhibit</u>	<u>Description of Exhibit</u>	<u>Location</u>
"A"	Site Plan (Lot Layout) of Mobile Home Park	Tab "A"
"B"	Park <i>Rules and Regulations</i>	Tab "B"
"C"	Section 511, Pasco County Land Development Code	Tab "C"
"D"	Rental Agreement(s)	Tab "D"
	(Includes as Exhibit D-1, Lots Subject to <i>Southport Springs</i> Mobile Home Lot Rental Agreement)	
"E"	User Fee Agreements(s)	Tab "E"

ARTICLE I
NAME, ADDRESS AND LOCATION OF PARK

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

Name: *Southport Springs*

Address & Location: 3509 Zephyr Springs Parkway (Pasco County)

City, State & Zip: Zephyrhills, Florida 33541

ARTICLE II
NAME AND ADDRESS OF PARK OWNER

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

Name: Southport Springs I Limited Partnership,
a Delaware limited partnership

Address: 167 Old Post Road, Southport, CT 06490

ARTICLE III
NAME AND ADDRESS OF PERSON AUTHORIZED
TO RECEIVE NOTICES AND DEMANDS

The name and address of the person authorized to receive notices and demands on behalf of the Park Owner is as follows:

Name: David A. Rosow
Southport Springs I Limited Partnership

Address: 167 Old Post Road, Southport, CT 06490

With a copy to: Norman Penford²

Address: 3509 Zephyr Springs Parkway, Zephyrhills, Florida 33541

²

The person designated by the Park Owner as Manager of Southport Springs may change from time to time, at the Park Owner's discretion.

ARTICLE IV
DESCRIPTION OF MOBILE HOME PARK PROPERTY AND
RESTRICTIONS REGARDING COMMUNITY FOR OLDER PERSONS

Section A. *Southport Springs* consists of approximately 151.09 acres of real property in Pasco County, Florida, that is currently being developed as a master-planned mobile home park (the "Park"). The master Site plan or lot layout of the Park, a copy of which is attached to this Prospectus as Exhibit "A" (the "Site Plan"), depicts the total number of mobile home lots (994) and other park amenities that are planned for phased development under the master plan.

Section B. Prior to the Park Owner's acquisition of fee simple title to the Park in December 1997, prior landowners partially developed and sold interests in approximately 146 mobile home lots within what was *then* referred to as Phases I, III, IV, V and VI of Zephyr Springs Mobile Home Park, and also developed a 9-hole golf course (as Phase II) and other limited facilities such as access roads, walkways and parking areas. Some of the mobile home lots in which interests were sold by prior owners of the Park are subject to separate and distinctly different court-approved lot lease agreements, the terms and conditions of which vary substantially from those to be offered by the Park Owner subsequent to the filing of this Prospectus. Mobile home lots located within the developed Phases of the Park that are **not** subject to the separate court-approved lot lease agreement will be available for leasing by prospective residents of the Park under this Prospectus.

Section C. Currently, the Park Owner is applying for county development approval of 234 additional mobile home lots within the area depicted as Phase II on the Site Plan, as well as certain recreational and other common facilities for use by lessees of mobile home lots within the Park (the "Amenities"). The recently completed 18-hole golf course, which is owned by an affiliate of the Park Owner, is **not** included within the Park property nor available for use as a common recreational facility of the Park.

Section D. The Park Owner may develop additional phases of the Park as generally depicted on the Site Plan, which phases would contain the following approximate number of mobile home lots, respectively, subject to governmental approval and permitting requirements:

Phase II: 234 mobile home lots
Phase III: 237 mobile home lots
Phase IV: 268 mobile home lots
Phase V: 109 mobile home lots

Section E. Although it is the Park Owner's intention to develop additional phases within the Park as the existing inventory of mobile home lots in Phase II are leased, the Park Owner makes no guarantee or representation to current or prospective lessees regarding future development of additional phases within the Park. The description of potential additional phases within the Park is accurate as of the date of the Park Owner's filing of this Prospectus with the Division of Florida Land Sales, Condominiums and Mobile Homes of the Florida Department of Business and Professional Regulation (hereinafter referred to as the "Division").

Section F. *Southport Springs* is a mobile home park community that provides housing for older persons,³ with facilities and services designed to serve the physical and social needs of mature residents. Although persons eighteen (18) years of age or older may temporarily reside in the Park or visit its residents, at least eighty percent (80%) of the mobile homes located on leased lots in the Park that are initially occupied after April 1, 1998 (whether by resale, the placement of new homes or otherwise), must be occupied by at least one (1) lessee who is at least fifty-five (55) years of age or older. The Park Owner reserves the right, in its absolute discretion, to determine which residents fall within the remaining twenty percent (20%) of mobile home lots that need not be occupied by a lessee that is at least fifty-five (55) years of age or older, which determination shall be based on a demonstrable substantial hardship to the affected person(s) (whether by virtue of economic, physical or other legal circumstances), on a case-by-case basis. To demonstrate compliance with administrative rules adopted by the Secretary of the United States Department of Housing and Urban Development to implement the "Housing for Older Persons Act of 1995," the Park Owner will require each lessee of a mobile home lot in the Park (and each occupant of any mobile home placed on the lot) to submit an age verification statement, together with appropriate

³ As that term is defined by Section 760.29(4)(b)3., *Florida Statutes* (1997), and further described in the "Housing for Older Persons Act of 1995," 24 C.F.R. §100.

identification,⁴ upon the execution of a new, revised or renewal lot rental agreement. The age verification statement shall include the full names, ages and birth dates of each lessee and occupant of the leased lot and mobile home, and must be updated not less than annually thereafter on or about the anniversary date of the initial execution of the age verification statement.

Section G. To maintain the Park's qualification as a community for older persons, each lot rental agreement (or renewal thereof) executed on or after the date on which this Prospectus is approved by the Division will include an acknowledgment and agreement by each lessee that in the event a lessee or other occupant of a mobile home located on the leased lot gives birth, adopts, or otherwise obtains the custody of a minor child while a resident of the Park, such lessee or other occupant and the minor child must move from the Park within four (4) months of the date of birth, adoption or change in child custody.

ARTICLE V
LOT SIZE, SETBACK REQUIREMENTS
AND MINIMUM SEPARATION

Section A. The minimum area of mobile home lots within the developed phases of the Park is approximately four thousand (4,000) square feet, with each lot generally measuring forty-five feet (45') by ninety feet (90'). The precise area of each lot may differ from the aforesaid approximation due to location within a cul-de-sac configuration or along a curved boundary line. In addition, some lots may be subject to drainage, conservation or other easements that could conceivably reduce the functional square footage of a particular lot. The lot measurements are approximations only, without the benefit of individual plot plans or lot surveys. Lots are available for on-Site inspection by prospective lessees when accompanied by a sales agent provided or approved by the Park Owner, subject to the Park's posted hours of operation and any limitation imposed by regulatory (governmental) entities.

Section B. The location, relative size and configuration of each mobile home lot as it relates to other lots within *Southport Springs* is depicted on the Site Plan (Exhibit "A"). Although the Site

⁴ Acceptable identification includes a valid driver's license, passport, immigration card, military identification, birth certificate or any other state, local, national, or international official document that contains a birth date of comparable reliability. See 62 Fed. Reg. 2000, 2003 (to be codified at 24 C.F.R. § 100.307(d)).

Plan is not a survey and is not drawn to scale, it is designed and intended to depict the approximate location, relative size and configuration of each lot within the Park.

Section C. Several requirements of law govern the distance that each mobile home and its attendant or supporting structures (such as a carport or lanai) must be "set back" from the boundary lines of the lot upon which it rests. Additional governmental regulations require that certain minimum distances be maintained between a mobile home and each *adjacent* mobile home (both with attendant or supporting structures), as well as between a mobile home (with attendant and supporting structures) and any common recreational or social facility or structure within the Park.

Section D. Pursuant to Rule 4A-42.005 and Rule 4A-3.012, Florida Administrative Code, the State Fire Marshal has adopted the National Fire Protection Association's Standard No. 501A for Fire Safety Criteria for Manufactured Home Installations, Sites, and Communities and Standard No. 501D for Fire Safety Criteria for Recreational Vehicle Parks and Campgrounds as "Uniform Fire Safety Standards for Mobile Home Parks and Recreational Vehicle Parks" in Florida. NFPA Code Section 501A provides the following minimum mobile home separation and setback requirements:

- 4-2.1 Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 feet (3 m) side to side, 8 feet (2.4 m) end to side, or 6 feet (1.8 m) end to end horizontally from any other manufactured home or community building unless the composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier.
- 4-4.1 Accessory buildings or structures shall be permitted to be located immediately adjacent to a Site line when constructed entirely of materials that do not support combustion and provided that such building or structures are not less than 3 ft (0.9 m) from an accessory building or structure on an adjacent Site. An accessory building or structure constructed of combustible materials shall not be located closer than 5 ft (1.5 m) from the Site line of an adjoining Site.

Section E. In addition to the requirements of the State Fire Marshall, Pasco County has enacted certain minimum distance requirements for the placement of a mobile home and other improvements upon a lot within the Park. Section 511.6 of the Pasco County Code of Ordinances requires the following minimum building line setbacks within a mobile home park:

Distance from edge of pavement of private streets:	15 feet
Distance from all property lines of parcels of different uses except for public streets:	15 feet
Distance (measured perpendicularly) from rear and side lot lines:	5 feet
Minimum separation distance between mobile homes:	10 feet

Section F. The requirements of the regulatory entities with jurisdiction over the placement of mobile homes for safety, setback, aesthetic or other purposes may overlap or may be inconsistent with one another. In addition, governmental rules and regulations are subject to amendment or repeal. The Park Owner makes no representation regarding the interpretation of the setback and separation requirements set out above, nor as to the continuing applicability of such requirements after the date that this Prospectus is delivered to an existing or prospective lessee of a mobile home lot in the Park. Prospective lessees are advised to inquire with the cited authorities with respect to the then-current applicability of the foregoing setback restrictions.

Section G. Although the setback and separation regulations described in Sections D and E of this Article are in effect on the delivery date of this Prospectus, any one or more of such requirements may be subsequently modified or repealed. The Park Owner does not undertake a continuing obligation to advise any Park lessee of subsequent modifications of the foregoing regulations, the future adoption of additional requirements by the foregoing or any other governmental body, or the future repeal of any portion of the foregoing provisions. The stated setback or separation requirements may not be applicable to the Park in whole or in part due to the placement of homes in the Park prior to enactment of the requirements; by virtue of vested rights established under earlier ordinances, statutes or law; or as a result of subsequent judicial decisions interpreting the foregoing or other laws or rules. Each prospective lessee is advised to obtain further information regarding installation of manufactured homes in the Park from the appropriate permitting authority.

Section H. On the date of filing this Prospectus with the Division, the maximum number of lots whose lessees will be entitled to use the shared or common facilities of the Park is 994 (the total number of lots in the Park as depicted on the Site Plan). The Park Owner reserves the right to

expand *Southport Springs* by developing additional mobile home lots on adjacent property, in which event the lessees of the additional mobile home lots would be entitled to use the shared or common facilities of the Park; provided, however, that the total number of lots whose lessees would be entitled to use the shared or common facilities of the Park will not exceed 2,000.

ARTICLE VI
DESCRIPTION OF RECREATIONAL AND OTHER COMMON
FACILITIES AVAILABLE FOR USE BY LESSEES OF MOBILE HOME LOTS

Please refer to Site Plan (Exhibit "A") for relative locations of facilities; the use of which are subject to and governed by the Park *Rules and Regulations*.

Section A. The *Southport Springs* Clubhouse is located on Zephyr Springs Parkway, approximately 1500 feet from the Park entrance on Chancey Road (*see* Exhibit "A"). Comprised of approximately 8,000 square feet, the one-building Clubhouse can accommodate approximately 300 persons (depending on the particular activity and area required for movement in connection with the activity) within the following rooms:

<u>ROOM</u>	<u>Approximate Floor Area/Capacity</u>	<u>Intended Purpose(s)</u>
Pro Shop	630 sq.ft./42 persons	Retail sports equipment & clothing
Bar and Lounge	2080 sq.ft./138 persons	Food & drink service (some alcoholic)
Recreation	2046 sq.ft./136 persons	Meetings, dances, games, exercise, etc.
Staff Kitchen	800 sq.ft./staff only	Preparation & service of food/drink
Ladies' Room	235 sq.ft./4 persons	Toilet facilities for women
Men's Room	235 sq.ft./4 persons	Toilet facilities for men
Offices	540 sq.ft./4 persons	Park management and administration
Storage	313 sq.ft./n/a persons	Storage of supplies and equipment
Outdoor Patio	400 sq.ft./26 persons	Exterior Clubhouse social area
Lobby	475 sq.ft./31 persons	Reception area

Section B. Subject to the Park *Rules and Regulations*, the Clubhouse and its facilities are generally available for use by all Park residents and their guests. Provisions may be included in the *Rules and Regulations*, however, to allow the exclusive use of certain rooms or facilities for Park-sponsored events or other special occasions or purposes upon application and payment of a use fee and security deposit for cleaning. The Park Owner reserves the right to authorize use of the Clubhouse by non-residents and to charge a reasonable fee for such use of the facilities. Residents and guests shall not wear swimsuits inside the Park Clubhouse, wherein proper shirts and shoes are required. The administrative offices located within the Clubhouse are open from 9:00 a.m. until 5:00 p.m., Monday through Friday, for the exclusive use of Park management and maintenance personnel, with reasonable access provided to residents for administrative purposes.

Section C. The Clubhouse is open daily from 8:00 a.m. until 7:00 p.m., unless otherwise noted in the Park *Rules and Regulations*. The Park Owner reserves the right to adjust the Clubhouse hours of operation as necessary and appropriate for special events scheduled or to accommodate seasonal use fluctuations and/or daylight savings time.

Section D. The Park swimming pool lies immediately adjacent to and northwest of the Clubhouse (*see* Exhibit "A"). Measuring approximately thirty feet (30') by sixty-five feet (65') (9.14m by 19.81m), the rectangular swimming pool can accommodate approximately 40 adult persons and can be heated. The most shallow depth of the pool is four feet (4') (1.22m), and the deepest point is nine feet (9') (2.74m) below the structural surface of the pool. Immediately adjacent to the swimming pool are two heated outdoor whirlpool spas, each of which measures approximately ten feet (10') (3.05m) in diameter. The depth of each whirlpool spa, measured at the center, is approximately four feet (4') (1.22m), and each spa seats a maximum of twelve (12) persons. A concrete deck surrounds the swimming pool and whirlpool spas and connects with concrete walkways that lead to the rear entrance of the Clubhouse. The deck area consists of approximately 2,760 square feet and has a capacity of 230 standing persons or 110 seated persons.

Section E. The swimming pool is open daily from 8:00 a.m. until sunset, unless otherwise noted in the Park *Rules and Regulations*. The Park Owner reserves the right to adjust the swimming

pool hours of operation as necessary to accommodate seasonal use fluctuations and maintenance or repair. While the swimming pool and whirlpool spas are equipped with heating elements, the Park Owner reserves the right to determine, from time to time, the extent to which the pool and/or whirlpool spas will be heated.

Section F. Located adjacent to and west of the Clubhouse, the Park's two (2) lighted tennis courts are available for the use of residents and their guests. Other than court nets, the Park Owner does not provide any tennis equipment for the use of residents or guests. The maximum capacity of the tennis courts is eight (8) persons. The tennis courts are available for daily use from 8:00 a.m. until 7:00 p.m., unless otherwise noted in the Park *Rules and Regulations*. The Park Owner reserves the right to adjust the tennis court hours of operation as necessary to accommodate seasonal use fluctuations, special needs of residents, and maintenance or repair.

Section G. Immediately adjacent to the Clubhouse and tennis courts are four (4) lighted shuffleboard courts for use by Park residents and their guests. The maximum capacity of the shuffleboard courts is sixteen (16) persons. The Park Owner does not provide cues, disks or any other shuffleboard equipment and assumes no responsibility for routine waxing and resurfacing of the shuffleboard courts. The shuffleboard courts are available for daily use from 8:00 a.m. until 7:00 p.m., unless otherwise noted in the Park *Rules and Regulations*. The Park Owner reserves the right to adjust the shuffleboard court hours of operation as necessary to accommodate seasonal use fluctuations, special needs of residents, and maintenance or repair.

Section H. The cleaning and painting of the Clubhouse, swimming pool, tennis courts and shuffleboard courts are services provided by the Park Owner on a schedule solely determined by the Park Owner, at no additional expense or payment of rent by the lessees of mobile home lots in the Park.

Section I. The following permanent improvements and facilities located within *Southport Springs* are available for use by Park residents and their guests, subject to the terms and conditions contained in the Park *Rules and Regulations* (a copy of which is attached hereto as Exhibit "B") and reasonable restrictions imposed by the Park Owner for purposes of protecting,

maintaining, repairing or replacing such improvements and facilities: all streets and walkways; all trees, lawns and landscaped areas except those located on or within individual mobile home lots; and all utility lines that provide water, sanitary sewer, telephone, television or other utility services to the Park and individual mobile home lots located therein.

Section J. The gate located across the main roadway entrance into the Park will generally be open during daylight hours and will otherwise provide access to the Park by the use of security identification cards during the remaining portion of each day or evening. The actual hours during which the entrance gate will be open are listed in the Park *Rules and Regulations*. The Park Owner reserves the right to adjust the gate house hours of operation as necessary to accommodate seasonal use fluctuations, special needs of residents, and maintenance or repair.

Section K. The Park has several "banks" or "clusters" of mailboxes for the posting and delivery of residents' mail, which facilities are located throughout the Park in areas selected by the United States Postal Service. Although the facilities and the individual mailboxes will be provided by the Park Owner, the number and location of each mobile home owner's mailbox will be assigned by the United States Postal Service, in its sole and absolute discretion.

Section L. Currently, there is one sanitary sewer lift station located within the Park, with three (3) more planned as additional Park phases are constructed in the future, all of which are depicted on the Site Plan as "pump stations" ("P.S."). Access to the lift (pump) station(s) is permitted for authorized governmental and Park personnel only; access by residents is prohibited.

Section M. The following items of personal property are available for use by residents and guests of *Southport Springs*, subject to reasonable restriction by the Park Owner for purposes of cleaning, repairing or replacing such items: Clubhouse tables, chairs, vending machines, kitchen appliances and/or fixtures, and other miscellaneous items of furniture, furnishings and fixtures. In addition, there are approximately thirty (30) lounge chairs on the swimming pool deck for use by Park residents and their guests. The lounge chairs provided by the Park Owner may vary in type, style, color, fabric and number from time to time. The foregoing itemization of personal property

available for use by Park residents and guests shall not be construed, however, to create any obligation on the part of the Park Owner to continually provide or replace any of the described items on a permanent basis.

Section N. The common recreational facilities and other permanent improvements described in this Article VI have not been completed. Permit applications are being filed and contractor negotiations have begun, and the Park Owner anticipates commencement of construction in June or July 1998. It is expected that many of the recreational and other shared facilities and permanent improvements will be completed by the Spring of 1999. The Park Owner reserves the right, in its sole discretion, to modify the size, design, configuration and relative location of any common recreational facility or other permanent improvement described in this Article VI.

Section O. Although the Park Owner has no plans at the present time to construct additional Park facilities or improvements (other than those described above), the Park Owner expressly reserves the right to change, modify, substitute, terminate or discontinue the availability of (either temporarily or permanently, from time to time) any of the recreational or other shared facilities, improvements or property described herein, whether now existing or under construction, by removing, relocating or altering existing facilities, improvements and properties or by constructing new facilities or improvements, whether to be shared or otherwise. No assurance is given that any of the foregoing facilities, improvements or property will remain available for residents' use for any specified period after the filing date of this Prospectus.

Section P. In the event that any of the recreational or other shared facilities or permanent improvements, after completion, are destroyed or damaged in substantial part by fire or other casualty, the Park Owner may elect, in its sole discretion, to not reconstruct or repair the same.

Section Q. In accordance with Section 723.037, *Florida Statutes* (1997), the Park Owner will provide each affected lessee of a mobile home lot in the Park and the board of directors of the homeowners' association (if one has been formed) with at least ninety (90) days' prior written notice of any reduction in services or utilities provided by the Park Owner or change in the Park *Rules and Regulations*.

Section R. By the execution of a lot rental agreement for a mobile home lot within the Park, each prospective lessee must agree to indemnify and hold harmless the Park Owner and its agents from and against any damage, loss, injury, claim, demand, damage, theft, destruction, cost and expense (including legal expenses) arising out of or in any way connected with the prospective lessee's (or his or her invitees', licensees' or trespassers') use, occupancy or operation of the recreational or other common facilities, the permanent improvements or items of personal property located within the Park, or of any leased mobile home lot, any mobile home located on such lot, appliances located therein, or any personal property or equipment of the prospective lessee or others that may be placed, stored or located thereon, which damage, loss, theft or destruction shall be the sole responsibility of, and the costs and expense thereof borne by, the prospective lessee. Each lessee of a mobile home lot in the Park must obtain hazard and liability insurance in an amount reasonably necessary to protect the lessee, his or her guests and the Park Owner, and shall provide proof thereof to the Park Owner upon demand. The Park shall not be liable for any theft, loss or other damage to the lessee's mobile home or other property caused by fire, flood, storm or any other casualty.

ARTICLE VII
ARRANGEMENTS FOR MANAGEMENT OF THE PARK
AND MAINTENANCE RESPONSIBILITIES

Section A. The Park Owner shall make arrangements for the management, operation and maintenance of *Southport Springs*. The Park Owner may provide certain of the services itself or may contract with independent persons or entities to provide the Park management, operation and maintenance services. The nature of the management, operation and maintenance services to be provided under arrangements made by the Park Owner include the following:

1. Maintenance and repair of the common recreational facilities and other permanent improvements described in Article VI of this Prospectus and available for use by Park residents and their guests.

2. Routine mowing and maintenance of lawns and landscaping in common areas of the Park, and routine lawn mowing of all leased mobile home lots.

Section B. It shall be the responsibility of each lessee of a mobile home lot in the Park to maintain the leased lot, whether or not the lessee actually occupies the leased lot throughout the year, which maintenance shall include (but not be limited to) normal trash and refuse removal, routine home repairs, and regular trimming, edging, fertilizing and other upkeep, repair and/or restoration of lawns, trees, shrubbery, other landscaping and utility connections located on the leased lot; provided, however, that the Park Owner shall provide routine lawn mowing of all leased mobile home lots as aforesaid. Lawn and garden watering must be accomplished within any time limitations established by the Park Owner from time to time in the *Rules and Regulations* and in accordance with any and all restrictions imposed by the water supply provider and local and regional governmental entities. Vegetable gardens are not permitted on any leased mobile home lot in the Park.

Section C. Each leased mobile home lot in the Park shall be kept in a neat, clean, uncluttered and litter-free condition and in a state of good repair, with all debris, garbage and refuse removed promptly by the lessee of the lot at his or her sole expense. Damage to any improvement located on the leased lot must be repaired and the improvement restored to its original condition within forty-five (45) days from the date the damage occurs.

Section D. Failure of the lessee of the mobile home lot to comply with the provisions of Sections B and C of this Article VII within three (3) days after his or her receipt of written notice from the Park Owner shall entitle the Park Owner to take immediate and appropriate action to bring the leased lot into compliance with the requirements of said Sections in accordance with the provisions of Article X, Section X of this Prospectus, all at the lessee's expense.

ARTICLE VIII
CONDITIONS OF OCCUPANCY AND IMPROVEMENTS
REQUIRED TO BE INSTALLED BY MOBILE HOME OWNERS

Section A. It is the policy of the Park Owner to accept for placement or establishment in the Park only new double-wide and triple-wide mobile homes; single-wide mobile homes are prohibited in *Southport Springs*. The Park Owner has conditioned its acceptance of the first

rental agreement for the lease of a mobile home lot in the Park on the prospective resident's purchase of a mobile home from an entity chosen by the Park Owner. In the event a mobile home erected on a leased lot is removed from the Park or otherwise destroyed by fire or other casualty, the Park Owner can require that the removed or destroyed mobile home be replaced with a new mobile home that meets:

1. All applicable standards and requirements then in effect under the laws and ordinances of this state; and
2. The standards and requirements of the Park Owner reflected in the then-current Prospectus, the Park *Rules and Regulations* and any recorded covenants, conditions and restrictions.

Section B. Prior to delivery and placement of a mobile home on a leased lot within the Park, the owner thereof shall provide the Park Owner with, and obtain the Park Owner's prior written approval of, a Site plan showing the proposed location of the mobile home and all improvements and appurtenant structures or accessories to be erected in connection therewith. In addition to the Site plan, the Park Owner must be provided with the details of construction and all materials to be used in establishment of the mobile home on the leased lot, including (but not limited to) fabrication and color samples, swatches, prototypes or other illustrations of roofing, siding, screen, skirting, sod and landscaping, all of which must be approved in writing by the Park Owner as to size, design, material and location prior to delivery and placement of a mobile home or any other improvement or structure on the mobile home lot. The mobile home owner is prohibited from installing or placing any structure of whatsoever nature or kind upon a leased lot without the prior written consent of the Park Owner, and the Park Owner may require the lessee of a mobile home lot in the Park to remove from the leased lot any unapproved structure, appurtenance, accessory, construction materials or other addition or improvement at the sole expense of the lessee.

Section C. As a condition of each mobile home owner's occupancy in the Park, the following improvements, whether temporary or permanent, must be installed on the leased lot at the mobile home owner's expense:

1. Concrete foundation, support pillars and steps for the mobile home, together

with hurricane tie-downs and anchors sufficient to meet minimum state and county building codes;

2. Concrete pad beneath the carport or garage and a concrete driveway (11-foot width minimum and 12-foot width maximum) extending from said concrete pad to the street (asphalt and aggregate rock driveways are prohibited);

3. Carport or garage, attached to the mobile home and covered by an asphalt or fiberglass shingle roof;

4. Horizontal (lap) aluminum or vinyl siding on all sides of the mobile home;

5. Screened porch, patio or lanai;

6. Full-perimeter masonry skirting around the mobile home, from ground level to the undercarriage of the mobile home, and around any attached accessory structure (such as a porch);

7. Storage room or utility shed attached to the mobile home, garage or carport;

8. Fully sodded lawn and landscaped yard in accordance with the standards and requirements contained in this Prospectus and in the *Park Rules and Regulations*;

9. Any additional improvement(s) required to comply with all applicable laws, ordinances and regulations of the state, county, city or other jurisdictional governmental entity, as amended from time to time.

Each of the foregoing improvements must be designed and installed in accordance with the requirements contained in the *Park Rules and Regulations* and in accordance with plans approved in advance by the Park Owner. The foundation, tie-downs, anchors, skirting and support structures must be installed by the Park Owner or by a general contractor that has been approved in writing by the Park Owner prior to commencement of construction. The Park Owner shall have the right, in its sole and absolute discretion, to grant exceptions to or variances from any of the foregoing requirements.

Section D. Within three (3) days following the placement of a mobile home on a leased lot in the Park, the mobile home owner must remove all hitches and other transportation devices from the mobile home.

Section E. It is the responsibility of the mobile home owner to obtain all necessary permits and approvals prior to placement of a mobile home on a lot leased in the Park. The placement of the mobile home shall be in compliance with all setback requirements, zoning regulations, building and fire safety codes and all other applicable requirements of law. Appropriate permits must be prominently displayed before the commencement of any activity on the leased lot.

Section F. Within seven (7) days following the placement of a mobile home on a leased lot in the Park, the mobile home owner must fully landscape and sod (with St. Augustine grass) all areas of the mobile home lot that are not otherwise covered by the mobile home, appurtenant structures or accessories. The Park Owner may authorize an extension of the 7-day time period to accommodate sod or landscape material deliveries or seasonal constraints.

Section G. As described in Article VI, Section K, the Park Owner will provide cluster mailbox facilities for the posting and delivery of residents' mail. The United States Postal Service, in its sole and absolute discretion, will assign or otherwise designate the number and location of each mobile home owner's mailbox at the appropriate mail facility. The mobile home owner is, however, responsible for the maintenance, repair or replacement of any damaged or inoperable mailbox originally provided by the Park Owner. Any replacement mailbox and all mailbox name-plates and numbers must be approved by the Park Owner and conform in all respects to the type, style and color of other mailboxes and mailbox name-plates and numbers in the Park.

Section H. Upon termination of a rental agreement for the lease of a mobile home lot in the Park in accordance with the terms and provisions of said lot rental agreement and the Park *Rules and Regulations*, all improvements made to the mobile home lot shall remain and become a part of the mobile home lot unless otherwise agreed to in writing between the Park Owner and the mobile home owner; provided, however, that a mobile home owner shall have the right to remove the following items if the owner's removal thereof was approved in writing by the Park Owner prior to installation of the items: utility shed, carport or screened porch, together with appurtenant skirting and support pillars.

ARTICLE IX
ELECTRIC UTILITY, TELEPHONE AND CABLE TELEVISION SERVICES
(COSTS AND FEES NOT INCLUDED IN LOT RENTAL AMOUNT)

“The term ‘lot rental amount’ means all financial obligations except user fees, which are required as a condition of [tenancy in a mobile home park].”⁵

The information in this Article describes the provider and manner in which electric utilities, telephone and cable television services are provided to residents of *Southport Springs*. It is the sole responsibility of the mobile home owner to arrange and pay for the connection of all electric utility, telephone and cable television services to the mobile home located upon a leased lot within the Park, which services must be furnished by the providers named in this Article IX or by alternative provider(s) that the Park Owner has approved in writing prior to the mobile home owner’s connection to and initiation of the service.

Section A. Electricity is currently provided to the Park and its residents by Withlacoochee River Electric Cooperative, and the Park Owner has provided each mobile home lot in the Park with an electric meter. It is the sole responsibility of the mobile home owner to arrange and pay for all costs, deposits, connection and installation fees, maintenance and repair fees, service charges, and impact or use fees associated with providing electricity to the mobile home lot. All electric utility costs, deposits, fees and charges are billed directly to and paid by the mobile home owner and are not included in the lot rental amount.

Section B. The Withlacoochee River Electric Cooperative is responsible for the incoming electric wires and lines to the meter located on the mobile home lot. The Park Owner is responsible for installation of the original electric meter, the meter pedestal (if any) and the main breaker. The mobile home owner is responsible for all necessary wiring, sub-breakers and materials to provide and maintain electrical service from the main breaker in the meter post to the owner’s mobile home. It is also the mobile home owner’s responsibility to make any necessary repairs to or replacement of the lot’s electric meter in the event of malfunction or other failure to operate, which repairs or

⁵ Section 723.003 (2), *Florida Statutes* (1997).

replacement must be made by a licensed electrician in accordance with requirements of the electric service provider and all applicable building codes.

Section C. The Park Owner shall pay all costs, deposits, connection fees, service charges and impact fees for electricity provided to the recreational or other (shared) facilities described in Article VI hereof; provided, however, that the lot rental amount paid by the lessee of each mobile home lot may be adjusted for increases in such costs, deposits, connection fees, service charges and impact fees, as further described in Article XII of this Prospectus.

Section D. Local telephone service is provided to the Park and its residents by General Telephone Company, with long distance telephone service available from several providers. It is the sole responsibility of the mobile home owner to arrange and pay for any and all costs, deposits, connection and installation fees, maintenance and repair fees, service charges, and impact or use fees associated with providing telephone services to and from the mobile home lot. All telephone service costs, deposits, fees and charges are billed directly to and paid by the mobile home owner and are not included in the lot rental amount.

Section E. Cable television service is available to mobile home owners in the Park from Design Cablevision in Zephyrhills, Florida. It is the sole responsibility of the mobile home owner to arrange and pay for any and all costs, deposits, connection and installation fees, maintenance and repair fees, service charges, and impact or use fees associated with providing cable television to and from the mobile home lot. All cable television service costs, deposits, fees and charges are billed directly to and paid by the mobile home owner and are not included in the lot rental amount. One (1) television satellite dish, not to exceed twenty inches (20") in diameter, may be permitted on a mobile home lot within the Park, but only with the prior written approval of the Park Owner, to whom the lessee of the lot has submitted a Site plan depicting the proposed location of the satellite dish prior to the installation thereof and the initiation of service.

ARTICLE X
LOT RENTAL AMOUNT (ALL FEES AND CHARGES FOR
WHICH THE LESSEE OF A MOBILE HOME LOT IS RESPONSIBLE
OTHER THAN OPTIONAL OR NONESSENTIAL USER FEES

Summary of Lot Rental Amount Components. The total monthly lot rental amount charged for each mobile home lot within the Park consists of several components, each of which is described in detail in Sections A through EE of this Article X. Excluding deposit, connection, installation, maintenance and repair fees as detailed in Sections G, H, I, K & M below, the following summary itemizes the various fees and charges for which the lessee of a mobile home lot within the Park is responsible on a monthly basis (to the extent imposed by Park Owner in accordance with the Park Prospectus or *Rules and Regulations*), as and for the total monthly lot rental amount:

<u>Amount</u>	<u>Description of Charge or Fee</u>	<u>Article X</u> <u>Section(s)</u>
\$ _____	Base Monthly Lot Rental for Lot No. _____	A
\$ _____ **	Passed-On Monthly Potable Water Supply Charge	B-E; G-J; P
\$ _____ **	Passed-On Monthly Sanitary Sewer Charge	B-E; G-J; P
\$ _____ **	Passed-On Monthly Solid Waste Disposal and Recycling Collection Charge	B-E; K-M;
P		
\$ _____ **	Passed-On Monthly Lot Mowing Charge	B-D; F; O
\$ _____	Real Estate Taxes	Q
\$ _____	Other Taxes _____ : \$ _____	R
	_____ : \$ _____	
\$ _____	Park Entrance & Mobile Home Placement Fee	S
\$ _____	Security Deposit	T
\$ _____	Additional Occupant Rental Fee	U
\$ _____	Identification Tag or Entrance Card Replacement Fee	V
\$ _____	Additional Copies of Prospectus	W
\$ _____	Minimum Maintenance Fee for Failure to Maintain Lot	X
\$ _____	Storage Fees	Y
\$ _____	Deposit for Private Use of Clubhouse or Other Amenity	Z
\$ _____	Personal or Individualized Services	AA
\$ _____	Charges for Late Payment of Lot Rental Amount	BB
\$ _____	Returned Check Charges	CC
\$ _____	Costs of Repairs and Damages for Tortious Acts	DD
\$ _____	Attorneys' Fees and Costs to Enforce Payment or Compliance	EE
\$ _____	TOTAL MONTHLY LOT RENTAL AMOUNT FOR LOT NO. _____	

NOTE: The cost of each item marked with (**) in the foregoing summary will vary on a month-to-month basis, because the actual charge passed-on by the Park Owner is wholly dependent upon actual monthly usage of the referenced utility or service by the lessee(s) of each mobile home lot in the Park. Accordingly, the amount stated for each item is only an estimate based on historical monthly averages for mobile home lots in *Southport Springs*.

Section A. Base Monthly Lot Rental Amount.

The base monthly lot rental amount charged for each mobile home lot within the Park has been established by the Park Owner and designated in the *Southport Springs* "Schedule of Rents." On the delivery date of this Prospectus to the undersigned prospective lessee, the monthly base rental amount for Lot No. _____ in *Southport Springs* is \$_____ per month.

Section B. Passed-On Charges for Utilities & Other Services.

Although the Park Owner currently pays certain utility and maintenance providers each month for services provided to the Park and its residents, the proportionate cost thereof attributable to each leased mobile home lot in the Park is "passed-on" for payment by the lessee of each mobile home lot at the same rate billed to the Park Owner monthly by the respective service provider. Accordingly, in addition to the base monthly lot rental amount, the lessee of a mobile home lot shall pay the following passed-on expenses applicable to the leased lot: potable (drinking) water supply and sanitary sewer charges; solid waste disposal (garbage and trash) and recycling collection fees; and the cost of mowing the grass on the mobile home lot. Each month, the Park Owner shall bill the lessee of each mobile home lot for said passed-on charges based on the calculations described in Sections B through F of this Article X, and the amount billed shall be due and payable to the Park Owner in full on the first day of the following month. The passed-on utility and maintenance charges for potable water supply and sanitary sewer, solid waste disposal (garbage and trash) and recycling collection fees, and mowing of the mobile home lot are part of the lot rental amount.

Section C. Calculation of Proportionate Share of Charges.

The proportionate share of each monthly utility or maintenance service invoice to be passed-on to the lessee of each mobile home lot in the Park shall be calculated as set forth in Sections B through F of this Article X. The amount of each monthly invoice shall be divided into proportions

roughly equal to the following three measurable areas within the Park:

1. Recreational and other common facilities and areas available for use by residents and guests, including streets, walkways and landscaped areas (the "Common Areas");
2. Areas developed as mobile home sites, within which delineated lots have either been leased or have been approved by the Pasco County Development Review Division for placement of a mobile home (the "Developed Lands"); and
3. All remaining undeveloped areas contained within the boundaries of the Park (the "Undeveloped Lands").

Section D. Acreage Calculation & Undeveloped Lands Exemption.

To determine each lessee's proportionate share of each monthly utility or maintenance service invoice, the Park Owner shall obtain and rely upon acreage calculations for the three distinct areas prepared and certified by a licensed professional engineer or land surveyor, based on the Site Plan submitted to the Pasco County Development Review Division for its approval in connection with the addition of a new phase of mobile home lot development in the Park. In the case of passed-on utility and maintenance services, it is apparent that Undeveloped Lands within the Park do not utilize such services, because they contain no homes that are provided water and sewer services or lawns that are watered and mowed. Accordingly, Undeveloped Lands within the Park are exempt from the monthly passed-on utility and maintenance service charges described in this paragraph.

Section E. Proportionate Share of Utility Invoices.

With regard to each monthly "utility service" invoice, the Park Owner shall pay that portion of the invoice attributable to the Common Areas within the Park. For purposes of this Article, the term "utility service" includes each of the following services provided to the Park: potable water supply, sanitary sewer disposal and solid waste disposal (which includes recycling collection). The remaining portion of each monthly utility service invoice (*i.e.*, the portion attributable to Developed Lands) shall be divided by the total number of lots *upon which mobile homes have been placed*, and the resulting amount (the quotient) shall be each lessee's proportionate share of that month's utility service invoice.

Section F. Proportionate Share of Maintenance Invoices.

With regard to each monthly "maintenance service" invoice, the Park Owner shall pay that portion of the invoice attributable to the Common Areas within the Park. For purposes of this Article, the term "maintenance service" shall specifically refer to the mowing of grass. The remaining portion of each monthly maintenance service invoice (*i.e.*, the portion attributable to Developed Lands) shall be divided by the total number of lots *that have either been leased or approved by the Pasco County Development Review Division for placement of a mobile home*, and the resulting amount (quotient) shall be each lessee's proportionate share of that month's maintenance service invoice. The Park Owner shall pay the proportionate shares of each month's maintenance service invoice attributable to approved but unleased mobile home lots.

Section G. Water and Sewer Service and Repair.

Potable water supply and sanitary sewage disposal services are currently provided to the Park by Pasco County Utilities ("PCU"). The installation, maintenance, repair and replacement of water and sewer lines within the Park from the meter at the Park entrance up to and including the shut-off valve that directs water to, and the in-ground connection of the main sewer line from, each mobile home lot are the responsibility of PCU or the Park Owner. Maintenance, repair and replacement of the water shut-off valve, in-ground sewer connection and the water and sewer lines across the mobile home lot, to and within the mobile home are the responsibility of the mobile home owner, which repairs or replacement must be made by a licensed plumber in accordance with requirements of the potable water supply and sanitary sewer provider and all applicable building codes.

Section H. Responsibility for Water & Sewer Connections.

It is the responsibility of the mobile home owner to arrange and pay for connecting the potable water supply and sanitary sewage service to the mobile home, which service must be furnished by PCU or by an alternative provider that the Park Owner has approved in writing prior to the mobile home owner's connection to and initiation of service. The mobile home owner is also responsible for having installed, at initial home set-up and after any and all sewer line repairs, a sanitary sewer clean-out at the junction of the mobile home sewer lines and the in-ground sewer connection. The clean-out must be accessible from the side of the mobile home.

Section I. Installation of Individual Lot Water Meters.

As noted in Section G above, potable water supply and sanitary sewer services are currently provided to *Southport Springs* by PCU, which invoices the Park Owner monthly for all such services provided to the Park. The Park Owner reserves the right, however, to require that individual water meters be installed for all leased mobile home lots in the Park at some point in the future (at the expense of PCU or the Park Owner), upon which event the lessee of each mobile home lot must make arrangements for connecting the mobile home lot potable water and sanitary sewer lines to those of PCU (or another service provider approved in advance by the Park Owner as stated in Section H above) and/or re-initiating such utility services, whereupon the lessee will become *directly* responsible for all costs, deposits, impact fees, connection, use and service fees thereafter charged by said provider for potable water and sanitary sewer services provided to the mobile home lot. Upon installation of an individual water meter for a mobile home lot, its subsequent connection to the lines of the potable water supply and sanitary sewer provider, and/or the re-initiation of such services to the mobile home lot through the individual water meter, the proportionate billing method for Developed Lands described in Sections B through E of this Article X shall become null and void as to charges for potable water supply and sanitary sewer service, and all charges for such services thereafter provided to each mobile home lot shall be billed directly to and paid by the lessee of the mobile home lot and shall thereupon cease to be included in the lot rental amount.

Section J. Fee Increase for Alternate Water/Sewer Provider.

The Park Owner shall pay all costs, deposits, connection fees, service charges and impact fees for potable water supply and sanitary sewer service provided to the recreational or other common (shared) facilities described in Article VI hereof; provided, however, that the lot rental amount paid by the lessee of each mobile home lot may be adjusted for increases in such costs and fees, as further described in Article XII of this Prospectus. In the event it becomes necessary for potable water supply and/or sanitary sewage disposal to be supplied by any other provider, the lot rental amount paid by the lessee of each mobile home lot may be increased to cover the cost of impact fees, connection costs, or other fees and expenses that may be incurred by the Park Owner when contracting for such services with an alternative potable water supply and/or sanitary sewage disposal provider.

Section K. Solid Waste Disposal Service Responsibilities.

Solid waste disposal (garbage and trash) and the collection of recyclable items is currently provided to the Park by Waste Management, Inc. of Tampa ("WMI"). Upon placement of a mobile home on a leased lot, the owner thereof must make immediate arrangements with WMI (or an alternative provider that the Park Owner has approved in writing prior to the mobile home owner's initiation of service) for the commencement of curbside solid waste and recycling pick-up service at the mobile home lot Site. It is the sole responsibility of the mobile home owner to arrange and pay for the initiation of said curbside solid waste and recycling pick-up service, to provide adequate and acceptable receptacles for the collection thereof, and to deliver same to the appropriate location(s) for pick-up. The Park Owner reserves the right to obtain and locate dumpsters throughout the Park and thereafter require residents to take their solid waste and recyclable items to an assigned dumpster location in lieu of curbside pick-up. The Park Owner shall give written notice to each affected mobile home owner and the board of directors of the homeowners' association (if one has been formed) at least ninety (90) days prior to the effective date upon which residents will be required to take their solid waste and recyclables to dumpsters located throughout the Park in lieu of curbside pick-up.

Section L. Fee Increase for Alternate Solid Waste Disposal Provider.

The Park Owner shall pay all costs, deposits, service charges and impact fees for solid waste disposal (garbage and trash) and recycling collection services provided to the recreational or other common (shared) facilities described in Article VI hereof; provided, however, that the lot rental amount paid by the lessee of each mobile home lot may be adjusted for increases in such costs and fees, as further described in Article XII of this Prospectus. In the event it becomes necessary for solid waste disposal (garbage and trash) and recycling collection services to be furnished by any other provider, the lot rental amount paid by the lessee of each mobile home lot may be increased to cover the cost of service start-up costs, impact fees, deposits, or other fees and expenses that may be incurred by the Park Owner when contracting for such services with an alternative provider of solid waste disposal (garbage and trash) and recycling collection services.

Section M. Individualized Solid Waste Disposal Alternative.

In the event the Park Owner determines, in its sole discretion, that solid waste disposal and

recycling collection services should become the individual responsibility of Park residents instead of a passed-on utility service charge, the Park Owner shall give written notice of such change in utility service to the lessee of each affected mobile home lot and the board of directors of the homeowners' association (if one has been formed) at least ninety (90) days prior to the effective date of the change. Upon the Park Owner's discontinuation of solid waste disposal and recycling collection as a passed-on utility service, the lessee of each mobile home lot in the Park must make immediate arrangements with WMI (or another service provider approved in advance by the Park Owner as stated in Section L above) for the establishment of individual curbside solid waste and recycling pick-up service, whereupon said lessee will become *directly* responsible for all costs, deposits, impact fees, start-up, use and service fees thereafter charged by said provider for solid waste disposal and recycling collection services to the mobile home lot. Upon the commencement of such individual curbside service, the proportionate billing method for Developed Lands described in Sections B through E of this Article X shall become null and void as to all charges for solid waste disposal and recycling collection, and all charges for such services thereafter provided to the mobile home lot shall be billed directly to and paid by the lessee of the mobile home lot and shall thereupon cease to be included in the lot rental amount.

Section N. Storm Water Drainage.

The Park does not have a storm water drainage system. Natural drainage of storm water occurs by normal gravity-induced percolation and discharge of water flow into retention ponds owned by the Park Owner and the owner of the golf course located adjacent to portions of the Park.

Section O. Lot Lawn Maintenance Responsibilities.

It shall be the responsibility of the lessee of each mobile home lot to maintain the lawn and landscaping of the mobile home lot, which maintenance shall include (but not be limited to) the upkeep, edging, trimming, repair and/or restoration of lawns, trees, shrubbery and other landscaping located on the leased lot. The Park Owner shall be responsible for mowing the lawns of all mobile home lots, which service is included in the lot rental amount; provided, however, that if the landscaping located on a leased mobile home lot does not permit the use of a 60"-wide lawn mowing machine, the lessee of the mobile home lot shall be billed monthly for any additional costs incurred to mow the lawn.

Section P. Discontinued Utility or Maintenance Services.

The Park Owner reserves the right to discontinue providing or paying for any utility or maintenance service described herein by furnishing the lessee of each affected mobile home lot and the board of directors of the homeowners' association (if one has been formed) with written notice of its election to discontinue providing or paying for such utility or maintenance service described in this Article X, which notice shall be furnished to said individuals and entity at least ninety (90) days prior to the Park Owner's discontinuation of the utility or maintenance service or payment.

Section Q. Real Estate Taxes.

During the term of this Agreement, in addition to any other payments required to be made by the lessee of a mobile home lot pursuant hereto, each lessee shall also be responsible for the payment of all real estate taxes charged or imposed upon each leased mobile home lot and any of the improvements placed or erected thereon by the lessee.

1. Currently, real estate taxes are assessed to the Park as a whole, and each lessee's proportionate share of such taxes shall be determined in the same manner that monthly maintenance service invoices are apportioned under Sections B, C, D and F above, with the exception that Undeveloped Lands shall *not* be exempted from the payment of all real estate taxes charged or imposed upon such portions of the Park. That is, with regard to the annual real estate tax bill, the Park Owner shall pay the portions thereof attributable to and assessed against the Common Areas and the Undeveloped Lands within the Park. The remaining portion of the annual real estate tax bill (*i.e.*, the portion attributable to Developed Lands) shall be divided by the total number of lots *that have either been leased or approved by the Pasco County Development Review Division for the placement of a mobile home*, and the resulting amount (the quotient) shall be each lessee's proportionate share of the annual real estate tax bill. The Park Owner shall pay the proportionate shares of the annual real estate tax bill attributable to county-approved but unleased mobile home lots.

2. By December 15th of each year, the Park Owner shall provide the lessee of each mobile home lot in the Park with an estimate of said lessee's proportionate share of the next annual real estate tax bill based on the current year's real estate taxes, with due allowance made for maximum allowable discount and determined in accordance with the

apportionment methodology described above. Each lessee shall pay the estimated amount of real estate taxes (for each leased lot) to the Park Owner in eleven (11) equal monthly installments on the first day of each month commencing January 1, together with the lessee's payment of the monthly lot rental amount. At the end of each year, each lessee's proportionate share of the annual real estate taxes shall be adjusted based upon the actual amount of the real estate tax bill, and each lessee shall either pay the deficiency or shall receive a refund, depending upon the amount of the lessee's actual proportionate share.

Section R. Personal Property, Sales, Excise & Other Taxes.

Each lessee of a mobile home lot in the Park must pay, before delinquency, all taxes of any nature levied or assessed upon the lessee's mobile home, furniture, fixtures and other personal property which may be located upon the leased mobile home lot. In addition, each lessee shall be liable for any and all sales, excise, tourist or other similar tax imposed on the rent due under each mobile home lot rental agreement.

Section S. Park Entrance & Mobile Home Placement Fee.

The Park Owner reserves the right to charge the lessee of each mobile home lot in the Park an entrance fee in the amount of \$ _____ for the lessee's entry into the Park and placement of a mobile home on a lot located therein. If the prospective lessee executes the first rental agreement for a particular mobile home lot in the Park, he or she is required to purchase a mobile home from an entity chosen by the Park Owner (see Article VIII, Section A), in which event the entrance fee shall be waived. The entrance fee is part of the lot rental amount, and may be waived (in the Park Owner's sole discretion) if the entrant elects to purchase the mobile home to be placed on the lot from an entity designated by the Park Owner.

Section T. Security Deposit.

The Park Owner reserves the right to charge the lessee of each mobile home lot a security deposit in an amount equal to two (2) months' base lot rental for the lessee's entry into the Park and placement of a mobile home on a lot located therein. The amount of the security deposit to be charged to the lessee of a mobile home lot upon entry into the Park may be increased by the Park Owner upon ninety (90) days' prior written notice to each affected lessee of a mobile home lot and

the board of directors of the homeowners' association (if one has been formed). The security deposit is part of the lot rental amount.

Section U. Additional Occupant Rental Fee.

If more than two (2) persons reside in a mobile home located on a leased lot in the Park, the Park Owner has the right to assess an additional occupant rental fee of \$ _____ per month for each such occupant, *if* that person has registered with the Park Owner for admittance to the Park and has been approved by the Park Owner. If such additional occupant has not registered with and been approved by the Park Owner for admittance to the Park, an additional occupant rental fee of \$ _____ per person per month shall be charged for each such person. The additional occupant rental fee shall be due for all periods during which the additional occupant was an occupant of the mobile home located on a leased lot in the Park. For purposes of this paragraph, anyone who occupies a mobile home located on a leased lot in the Park for more than fifteen (15) consecutive days, or for more than thirty (30) days during any lease or calendar year is deemed an occupant and must apply for residency in the Park, unless the occupant obtains the Park Owner's prior written permission to exceed the foregoing occupancy time limitations. The Park Owner may increase the additional occupant rental fee upon ninety (90) days' prior written notice to each affected lessee of a mobile home lot in the Park and the board of directors of the homeowners' association (if one has been formed). The additional occupant rental fee is part of the lot rental amount.

Section V. Identification Tag or Entrance Card Replacement Fee

The replacement fee for a lost or stolen identification tag or security gate entrance card is \$ _____, which fee may be increased by the Park Owner upon ninety (90) days' prior written notice to each affected lessee of a mobile home lot. The identification tag and gate entrance card replacement fee is part of the lot rental amount.

Section W. Additional Copies of Prospectus

The initial or first copy of the Prospectus provided to a prospective lessee of a mobile home lot in the Park or to the prospective purchaser of an existing mobile home within the Park is free of charge. There is a \$ _____ fee for each additional copy of the Prospectus provided to such persons.

Section X. Minimum Maintenance Fee (Failure to Maintain Lot).

If the lessee of a mobile home lot fails to maintain his or her lot as required by Article VII, Sections B and C of this Prospectus, the Park Owner may, after giving the lessee three (3) days' prior written notice, furnish the necessary maintenance and charge for such services a **MINIMUM** fee of \$ _____ for each cleaning, trimming, weeding or other maintenance service provided, to the lessee's lot rental amount for the following month. Such maintenance service fee, which may be increased by the Park Owner upon ninety (90) days' prior written notice to each affected lessee of a mobile home lot in the Park and the board of directors of the homeowners' association (if one has been formed), is part of the lot rental amount.

Section Y. Storage Fees.

Limited recreational vehicle and boat storage may be available on a first-come, first-served basis within a small, enclosed yard on or adjacent to the Park. The monthly cost for such storage is \$ _____ per vehicle or vessel. Once a space is offered and accepted by the lessee of a mobile home lot, the monthly cost for the space shall become part of the lessee's lot rental amount.

Section Z. Deposit for Private Use of Clubhouse or Other Amenity.

The Park Owner reserves the right to require up to \$ _____ as a damage and/or cleaning deposit for the private use of the Clubhouse or other Amenity by the lessee of a mobile home lot in the Park.

Section AA. Personal or Individualized Services.

The costs of all personal or individualized services, including (but not limited to) utility repair and/or maintenance services, required by the lessee of a mobile home lot in the Park shall be the sole responsibility of the lessee.

Section BB. Charges for Late Payment of Lot Rental Amount.

If any monthly payment of the total lot rental amount is not received by the Park Owner on or before the seventh (7th) day of each month, the following late charge will be assessed to the lessee of the mobile home lot: \$ _____ for each day of delinquency commencing with the 8th day of the

subject month, but not to exceed \$_____ for any calendar month of delinquency. Late charge rates may be increased by the Park Owner upon ninety (90) days' prior written notice to each affected lessee of a mobile home lot in the Park and the board of directors of the homeowners' association (if one has been formed). Late charges shall be part of the lot rental amount.

Section CC. Returned Check Charges.

If a lessee's check for monthly lot rental is returned, for any reason, the payment thereof will be considered late and a returned check fee of \$_____ will be charged by the Park Owner for each check returned by a mobile home lot lessee's bank, which fee may be increased by the Park Owner upon ninety (90) days' prior written notice to each affected lessee of a mobile home lot in the Park and the board of directors of the homeowners' association (if one has been formed). The returned check fee shall be charged to the lessee's account in addition to any accumulated late charges until such time as the total lot rental amount is paid in full. Each returned check fee shall be part of the lot rental amount.

Section DD. Costs of Repairs and Damages for Tortious Acts.

The actual costs to the Park Owner for repairs occasioned by the neglect, misuse or destruction (whether intentional or not) of Park property by the lessee of a mobile home lot, the owner or other occupant of a mobile home located thereon, or his or her guest(s) shall be part of the lot rental amount. In addition, nothing in this Prospectus shall be deemed a waiver of the Park Owner's right to collect from the lessee of a mobile home lot in the Park, or the owner or other occupant of a mobile home located thereon, any damages that the Park Owner may sustain as a result of or in connection with a tortious act, neglect or breach of lease by the lessee of the mobile home lot, the owner or other occupant of the mobile home located thereon, or anyone permitted or invited to be on Park property by said lessee, owner or occupant.

Section EE. Attorneys' Fees and Costs to Enforce Payment or Compliance.

In the event the Park Owner employs an attorney-at-law to compel or otherwise enforce the payment of any portion of the lot rental amount or compliance with any term, covenant or condition of this Prospectus, the Park *Rules and Regulations* or the mobile home lot rental agreement, a fee shall be imposed against the lessee of the mobile home lot (or against the owner or other occupant

of the mobile home located on said lot) that so refuses to pay, comply with or otherwise violates the terms, covenants or conditions of said documents, in the amount of the reasonable attorneys' fees and expenses so incurred by the Park Owner (whether suit be brought or not) together with applicable court costs, including all such fees and costs incurred at the appellate level.

The dollar amounts set forth in this Article X represent only the amounts charged for each use or service fee category on the delivery date of this Prospectus, and as disclosed herein, such amounts are subject to increase. As used in this Prospectus, the term "Delivery Date" means the date upon which the prospective lessee of a mobile home lot in the Park is provided a copy of this Prospectus. Wherever a zero ("0") appears as the amount or fee charged for any use or service category described herein, it means that charges for that particular category are not imposed by the Park Owner on the Delivery Date. As disclosed in this Prospectus, the Park Owner may, from time to time, begin imposing charges for any category described above and, once such charges have been imposed, they shall be subject to increase as described in Article XII of this Prospectus.

ARTICLE XI OPTIONAL OR NONESSENTIAL USER FEES

The Southport Springs Golf Club (the "Club") is an 18-hole golf course owned by an affiliate of the Park Owner, located adjacent to portions of the Park. The Club is **not** included within Park property nor available for use as an Amenity. The Club owner may, in its sole discretion, allow lessees of mobile home lots in the Park to use Club facilities upon application, acceptance, the payment of various fees and compliance with other conditions or restrictions. The fees charged by the Club owner may be increased from time to time in the Club owner's sole discretion. At least ten (10) business days prior to the effective date of any increase in fees charged for Club membership or other use of the Club facilities, notice thereof shall be posted in conspicuous places in the Park Clubhouse, in the Pro Shop located therein, and at each Park cluster mailbox facility, with a copy of the notice also being provided to each Club member by U.S. Mail. A copy of the current Southport Springs Golf Club Membership Application is attached to this Prospectus as Exhibit "E."

ARTICLE XII
MANNER IN WHICH LOT RENTAL AMOUNT COULD BE INCREASED

Section A. The base monthly lot rental amount charged for each mobile home lot within the Park has been established by the Park Owner and designated in the *Southport Springs* "Schedule of Rents." On the delivery date of this Prospectus to a prospective lessee, the monthly base rental amount for Lot No. ____ in *Southport Springs* is \$ _____ per month. As described in Article X, the total monthly lot rental amount charged to the lessee(s) of each mobile home lot within the Park consists of several components. The total monthly lot rental amount established by the Park Owner and charged to the lessee of a mobile home lot in the Park shall be subject to increase in the manner described in this Article XII.

Section B. The Park Owner has the right to annually increase the lot rental amount charged for each mobile home lot located within the Park, which annual increase shall be determined by the Park Owner based upon one or more of the following factors and considerations:

1. Increases in the Consumer Price Index published by the Bureau of Labor Statistics of the Department of Labor or the cost of living as measured and determined by the Consumer Price Index (All Commodities of U.S. City Average - All Urban Consumers, 1982-84 =100) as published by the U. S. Department of Labor, or a successor index thereto.

2. The fair market rental value of the mobile home rental lots within the Park as determined by a consideration of the prevailing lot rental rates charged by other comparable mobile home parks within the competitive area of *Southport Springs*. For purposes of this paragraph, a "comparable" mobile home park must offer facilities (including, but not limited to, neighborhood access to an 18-hole golf course), services, amenities and management similar to those offered at *Southport Springs*.

3. Increases in rates charged by the following utility or service providers: electric utilities, sanitary sewer disposal, potable water supply, solid waste disposal and the collection of recyclables.

4. Increases in the costs of maintenance (including deferred maintenance and labor costs), ad valorem real property taxes, other operating expenses or charges, and the

repair, replacement or improvement of Park property, facilities, amenities, landscaping or other improvements.

5. Increases in management costs related to operation of the Park and its property, facilities, improvements and amenities, including managers' fees, labor costs, bookkeeping/accounting fees and costs, legal fees and expenses, and insurance costs for Park property and improvements.

Section C. In addition to any increase in lot rental amount resulting from any one or more of the foregoing items, the Park Owner expressly reserves the right to increase the base lot rental amount for each leased lot in the Park up to five percent (5%) per annum.

Section D. The annual increase in lot rental amount to be determined by the Park Owner shall be made effective in compliance with the requirements of Section 723.037, *Florida Statutes*. The Park Owner shall give written notice of all lot rental amount increases to the lessee of each mobile home lot affected thereby at least ninety (90) days prior to the effective date of each such increase in lot rental amount.

Section E. In addition to the right of the Park Owner to annually increase the lot rental amount for each mobile home lot in the Park as stated in Sections B and C above, the Park Owner also has the right to increase the monthly lot rental amount charged to the lessee of each mobile home lot to cover "pass-through charges" occasioned by a governmentally mandated capital improvement.

1. "Pass-through charge" is defined by Section 723.002(10), *Florida Statutes* (1997), as "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."

2. The Park Owner cannot, with certainty, give any assurance to the lessees of mobile home lots in the Park that "pass-through charges" will or will not be assessed for a governmentally mandated capital improvement. In the event that any such improvement is

undertaken by a local, county, regional, state or federal governmental entity and charges therefor are assessed against the Park or Park Owner, those charges will be "passed-through" to the lessee of each mobile home lot on a proportional basis that is determined by dividing the total number of lots leased by said lessee by the total number of lots in the Park that have been developed to the point that placement of a mobile home thereon would be approved by the Pasco County Development Review Division.

3. Adjustments in lot rental amounts to include pass-through charges may be made at such time as such pass-through charges occur, which may be more frequently than once each year; provided, however, that the Park Owner shall give written notice of any such lot rental increase to the lessee of each mobile home lot affected by such pass-through charges at least ninety (90) days prior to the effective date of any such increase.

4. Examples of pass-through costs include the following:

(a) Right-of-way acquisition costs, impact fees and infrastructure charges for potable water service or treatment, alternative water systems, sanitary sewer service, solid waste disposal, and electrical or other utility service.

(b) Special assessments imposed or impact fees assessed against the Park by any local, county, regional or state governmental authority.

ARTICLE XIII SALE AND PURCHASE OF A PARK RESIDENT'S MOBILE HOME

Section A. The owner of a mobile home located on a leased lot in the Park may sell his or her mobile home or otherwise vacate the leased lot in accordance with the terms and conditions of this Prospectus and the subject lot rental agreement. Simultaneous with the initial listing or other advertisement regarding the sale of a mobile home, the owner thereof shall provide written notice to the Park Owner of his or her intention to sell the mobile home or otherwise vacate the leased lot. The prospective purchaser of a mobile home located on a leased mobile home lot in the Park may become a resident of the Park only upon obtaining the prior written approval of the Park Owner, which approval may not be unreasonably withheld if the prospective purchaser would otherwise qualify under the requirements for entry established in the Park *Rules and Regulations*. Thus, before any sale of a mobile home located on a leased lot in the Park is consummated, the prospective

purchaser must be screened and approved by the Park Owner to determine whether or not such purchaser is qualified to become a resident in the Park.

Section B. Upon such qualification for entry into the Park and obtaining of the Park Owner's prior written approval, the purchaser of the mobile home located on a leased lot in the Park shall have the right to assume the remainder of the term of any mobile home lot rental agreement then in effect between the Park Owner and the seller of the mobile home, and shall be entitled to rely on the terms and conditions of the Prospectus that was delivered to the initial recipient.

Section C. The Park Owner has the right to increase the lot rental amount to be paid by the purchaser of a mobile home located on a leased lot in the Park upon the expiration of the assumed lot rental agreement term. The amount of increased lot rental shall be determined by the Park Owner in a manner consistent with the Prospectus delivered to the initial recipient and the provisions of Chapter 723, *Florida Statutes*, and must be disclosed by the Park Owner to the prospective purchaser prior to his or her occupancy of the mobile home under the assumed rental agreement. Alternatively, the Park Owner and the prospective purchaser may agree, in writing and prior to consummation of the sale and purchase of the mobile home, that upon expiration of the then-existing lot rental agreement being assumed, the lot rental amount will be increased in an alternative manner agreed to by said parties and that the prospective purchaser will be governed by the terms and conditions of the then-current Park Prospectus.

ARTICLE XIV
PARK RULES AND REGULATIONS

Section A. A copy of the Park *Rules and Regulations* currently in effect for *Southport Springs* is attached to this Prospectus as Exhibit "B" and made a part hereof by this reference. In addition to items stated therein, rules governing the use of Park Amenities will be adopted by the Park Owner as each Amenity is completed, incorporated into the Park *Rules and Regulations* by appropriate amendment, and posted at each Amenity location. Residents and their guests must abide by the adopted rules and hours of use posted at each Amenity location. The Park Owner reserves the right to refuse the use of an Amenity to any person not complying with the posted rules. The

following is an example of rules and regulations that may be adopted to govern the use of a specific Amenity: Residents and guests shall not wear swimsuits inside the Park Clubhouse, wherein proper shirts and shoes are required.

Section B. The Park Owner has the unconditional and unilateral right to amend existing or adopt new *Rules and Regulations* at any time, and from time to time, in accordance with the provisions of Section 723.037, *Florida Statutes*, and shall give written notice to each affected lessee of a mobile home lot and the board of directors of the homeowners' association (if one has been formed) at least ninety (90) days prior to the effective or enforcement date of any changed, modified, amended or new provision in the *Rules and Regulations*. Rules amended or adopted as a result of restrictions imposed by governmental entities and required to protect public health, safety and welfare may be enforced prior to the expiration of the 90-day notice period. Sections 723.037-.0381, *Florida Statutes*, contain the procedures by which disputes regarding the *Rules and Regulations* may be mediated.

Section C. The Park *Rules and Regulations* are in addition to those imposed by the laws of the State of Florida, and govern the behavior of all lessees of mobile home lots, occupants of mobile homes located on leased lots, lawful residents and guests, as well as the use of Park property and facilities. **The Park Owner may terminate the tenancy or occupancy of any resident for failure to comply with Park *Rules and Regulations*, in accordance with the provisions of Chapter 723, *Florida Statutes*.**

ARTICLE XV GROUNDS FOR EVICTION

Eviction of a lessee of a mobile home lot in the Park is governed by Section 723.061, *Florida Statutes*. In general, grounds for eviction include (but may not be limited to) the following: nonpayment of lot rental amounts when due; conviction of a violation of a federal, state or local law deemed detrimental to the health, safety or welfare of other Park residents; violation of the Park *Rules and Regulations*, the lessee's mobile home lot rental agreement or Chapter 723, *Florida Statutes*; or change in the use of the land comprising the Park.

ARTICLE XVI
ZONING AUTHORITY, CLASSIFICATION
AND PERMITTED USES

Section A. Pasco County is the zoning authority with jurisdiction over the land that comprises *Southport Springs*. The current county zoning classification of the Park is "R-MH [Residential] Mobile Home District." Section 511.1 of the Pasco County Land Development Code states as follows:

The purpose of an R-MH Mobile Home District is to provide for the development of areas with individual mobile homes within planned mobile home projects, including mobile home parks, condominiums, and subdivisions for persons desiring the unique environments characteristic of mobile home living. It is the further purpose of this district to ensure the provision of adequate infrastructure facilities and community services necessary for such mobile home development.

Section B. The permitted uses under the R-MH zoning classification (but not necessarily under the Park *Rules and Regulations*) include the following: mobile homes, single-family detached modular, or factory-built dwellings; noncommercial boat slips, piers, or private residential docking facilities with the approval of various state and/or local agencies where appropriate; and public schools. At the present time, the Park Owner has no definite future plans to seek a change in the zoning classification or use of the land comprising the Park.

Section C. A copy of Section 511 of the Pasco County Land Development Code, which sets forth the permitted, accessory and special exception uses of the R-MH zoning classification, is attached to this Prospectus as Exhibit "C."

ARTICLE XVII
PROSPECTUS EXHIBITS

There is no ground lease or other underlying lease(s) of the Park. Copies of the following documents are attached to this Prospectus as the identified Exhibits:

- Exhibit "A": Site Plan (Lot Layout) of Mobile Home Park
- Exhibit "B": *Park Rules and Regulations*
- Exhibit "C": Section 511 of the Pasco County Land Development Code
- Exhibit "D": Lot Rental Agreement(s) (Includes as Exhibit D-1, Lots Subject to *Southport Springs* Mobile Home Lot Rental Agreement)
- Exhibit "E": User Fee Agreements(s)

ARTICLE XVIII
AMENDMENT OF PROSPECTUS

The Park Owner specifically reserves the right to amend this Prospectus or any exhibit referenced or attached hereto from time to time, to the extent permitted by law, to conform to any changes in applicable statutory provisions or administrative rules of the Florida Department of Business and Professional Regulation or any other agency having jurisdiction over the operation of the Park.

[END OF PROSPECTUS TEXT]

THIS PROSPECTUS WAS DETERMINED TO HAVE ADEQUATELY MET THE REQUIREMENTS OF CHAPTER 723, *FLORIDA STATUTES* (1997), BY THE DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES OF THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ON:

ORIGINAL DATE DETERMINED ADEQUATE: _____

DIVISION IDENTIFICATION NUMBER: PRMZ003537 - P13229

THIS PROSPECTUS APPLIES TO
LOT NO. ____ IN *Southport Springs*

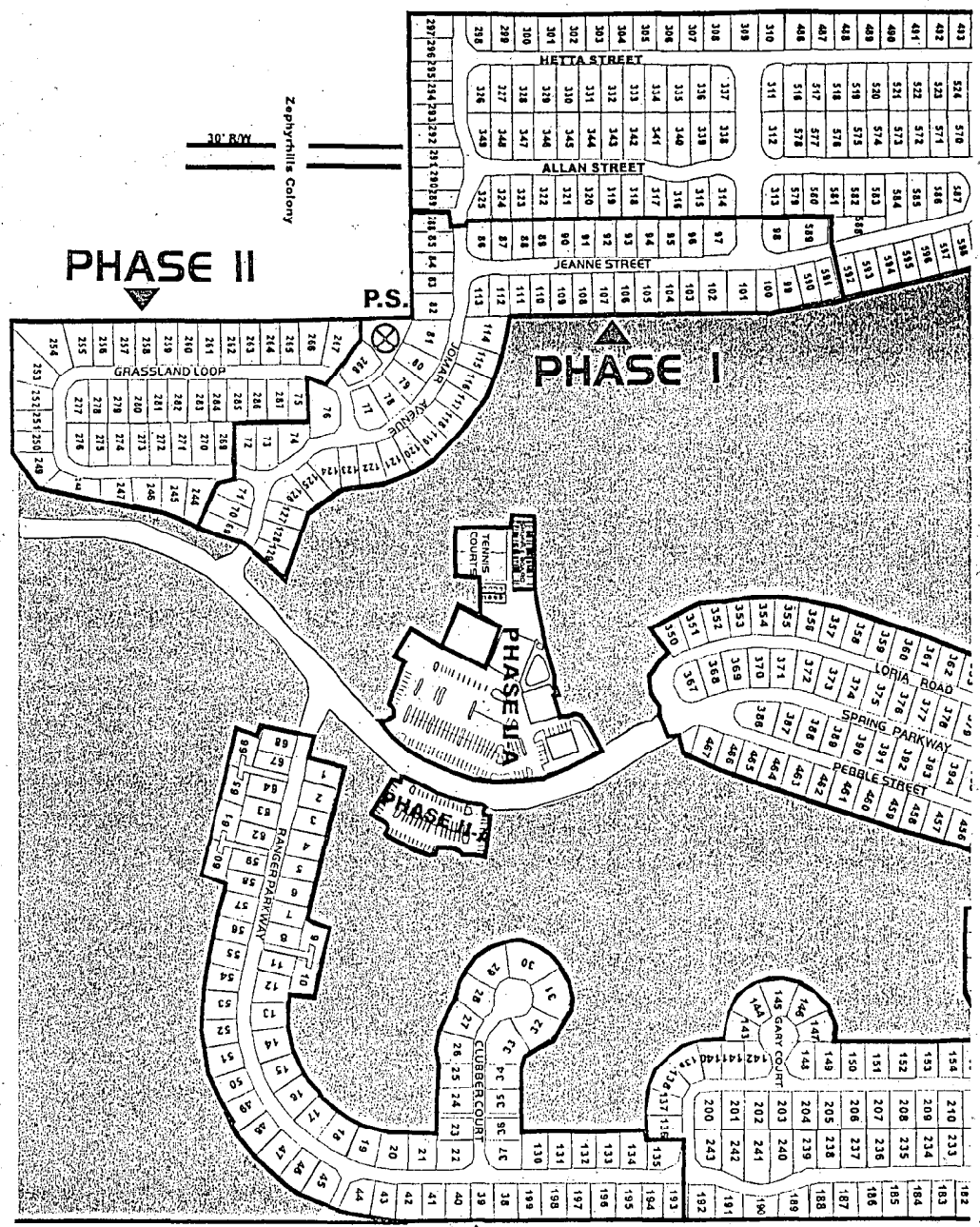
EXHIBIT "A"

Site Plan (Lot Layout)
of Mobile Home Park

Southport Springs

Southport Springs

PUMP STATIONS 



PHASE II

PHASE I

PHASE I



COASTAL ENGINEERING ASSOCIATES, INC.
 ENGINEERING • PLANNING • ENVIRONMENTAL
 CONSTRUCTION MANAGEMENT • TRANSPORTATION

EXHIBIT "B"

Park Rules and Regulations

Southport Springs

Southport Springs

RULES AND REGULATIONS

Effective Date: April 30, 1998

ARTICLE I

PURPOSE, APPLICABILITY AND AMENDMENT

Section A. To maintain the aesthetic nature of *Southport Springs* (hereinafter the "Park"), and to ensure the health, safety and welfare of all its residents and guests, each mobile home lot located within the Park, together with each lessee, occupant, guest and invitee thereof, is subject to the *Rules and Regulations* set forth in this document. By acceptance and execution of a mobile home lot rental agreement or other document for the lease of a mobile home lot within the Park, each lessee agrees to comply with and abide by the Park *Rules and Regulations*. Each mobile home lot for which an effective lot rental agreement has been executed shall be referred to hereafter as the "Premises."

Section B. The Park Owner has promulgated and will enforce the Park *Rules and Regulations* in addition to the terms, conditions and requirements contained in the Park Prospectus, as well as other laws and regulations imposed by the State of Florida and any regional, county or municipal government. The *Rules and Regulations* govern the use of the Premises and the Park amenities, facilities and property, as well as the behavior of all lessees of mobile home lots and all owners and occupants of mobile homes located within the Park (all of whom may be collectively referred to herein as the "Residents") and their guests and invitees. Many of the *Rules and Regulations* are based on the requirements of Florida law, and the remainder have been adopted — and will be fully enforced by the Park Owner and Park Manager — to assure the protection of the Premises, the Park amenities, facilities and property, and each Resident's person, property and privacy. The Park Owner may terminate the tenancy or occupancy of any Resident for failure to comply with the Park *Rules and Regulations*, in accordance with the provisions of Chapter 723, *Florida Statutes*.

Section C. The Park *Rules and Regulations* supplement the terms, conditions and requirements contained in the Park Prospectus to further enhance the comfort, welfare and safety of all Residents and guests and to maintain the appearance and reputation of the Park. The Park Owner has the right to amend existing or adopt new *Rules and Regulations* at any time, and from time to time, and shall give written notice to each affected lessee, mobile home owner and the board of directors of the homeowners' association (if one has been formed) at least ninety (90) days prior to the effective date of any changed, modified, amended or new provision to be contained in the *Rules and Regulations*. Rules amended or adopted as a result of restrictions imposed by governmental entities and required to protect public health, safety and welfare may be enforced prior to the expiration of the 90-day notice period. Sections 723.037-.0381, *Florida Statutes* (1997), contain the procedures by which disputes regarding the *Rules and Regulations* may be mediated.

Section D. In addition to items stated herein, rules governing use of the Park's recreational or other common facilities and improvements (the "Amenities") will be adopted by the Park Owner as each Amenity is completed, incorporated herein by appropriate amendment, and posted at each Amenity location. Residents and their guests must abide by the adopted rules and hours of use posted at each Amenity location. The Park Owner reserves the right to refuse the use of an Amenity to any person not complying with the posted rules. The following is an example of rules and regulations that may be adopted to govern the use of a specific Amenity: Residents and guests shall not wear swimsuits inside the Park Clubhouse, wherein proper shirts and shoes are required.

Section E. By the execution of a lot rental agreement for a mobile home lot within the Park, each lessee agrees to indemnify and hold harmless the Park Owner and its agents from and against any damage, loss, injury, claim, demand, damage, theft,

destruction, cost and expense (including legal expenses) arising out of or in any way connected with the lessee's (or his or her invitees', licensees' or trespassers') use, occupancy or operation of the recreational or other common facilities, the permanent improvements or items of personal property located within the Park, or of any leased mobile home lot, any mobile home located on such lot, appliances located therein, or any personal property or equipment of the prospective lessee or others that may be placed, stored or located thereon, which damage, loss, theft or destruction shall be the sole responsibility of, and the costs and expense thereof borne by, the lessee. Each lessee of a mobile home lot in the Park must obtain hazard and liability insurance in amounts reasonably necessary to protect the lessee, his or her guests and the Park Owner, and shall provide proof thereof to the Park Owner upon demand. The Park shall not be liable for any theft, loss or other damage to the lessee's mobile home or other property caused by fire, flood, storm or any other casualty.

Section F. The Park Owner may, in its sole discretion and on a case-by-case basis, consider and grant a written waiver of, or exception to, any rule or regulation contained herein (or portion thereof) upon written request by a Resident that is based upon unusual, temporary, extenuating or extraordinary circumstances; provided, however, that the foregoing shall not be construed to impose any obligation on the Park Owner to consider or grant a waiver of, or exception to, any rule or regulation (or any portion thereof) contained herein.

ARTICLE II
RESIDENCY REQUIREMENTS FOR
COMMUNITY OF OLDER PERSONS

Section A. *Southport Springs* is a mobile home park community that provides housing for older persons,¹ with facilities and services designed to serve the physical and

¹ As that term is defined by Section 760.29(4)(b)3., *Florida Statutes* (1997); see "The Housing for Older Persons Act of 1995," 24 C.F.R. §100 (Pub.L.104-76).

social needs of mature Residents. Although persons eighteen (18) years of age or older may temporarily reside in the Park or visit its Residents, at least eighty percent (80%) of the mobile homes located on leased lots in the Park that are initially occupied after April 1, 1998 (whether by resale, the placement of new homes or otherwise), must be occupied by at least one (1) lessee who is at least fifty-five (55) years of age or older. The Park Owner reserves the right, in its absolute discretion, to determine which Residents fall within the remaining twenty percent (20%) of mobile home lots that need not be occupied by a lessee that is at least fifty-five (55) years of age or older, which determination shall be based on a demonstrated substantial hardship to the affected person(s) (whether economic, physical or other legal circumstance), on a case-by-case basis.

Section B. To demonstrate compliance with administrative rules adopted by the Secretary of the United States Department of Housing and Urban Development to implement the "Housing for Older Persons Act of 1995," the Park Owner will require each lessee of a mobile home lot in the Park (and each occupant of any mobile home placed on the lot) to submit an age verification statement, together with appropriate identification,² upon the execution of a new, revised or renewal lot rental agreement. The age verification statement shall include the full names, ages and birth dates of each lessee and occupant of the leased lot and mobile home, and must be updated not less than annually thereafter on or about the anniversary date of the initial execution of the age verification statement.

Section C. To maintain the Park's qualification as a community for older persons, each lot rental agreement (or renewal thereof) executed on or after the date on which the Park Prospectus is approved by the Division will include an acknowledgment

² Acceptable identification includes a valid driver's license, passport, immigration card, military identification, birth certificate or any other state, local, national, or international official document that contains a birth date of comparable reliability. See 62 Fed. Reg. 2000, 2003 (to be codified at 24 C.F.R. § 100.307(d)).

and agreement by each lessee that in the event a lessee or other occupant of a mobile home located on the leased lot gives birth, adopts, or otherwise obtains the custody of a minor child while a Resident of the Park, such lessee or other occupant and the minor child must move from the Park within four (4) months of the date of birth, adoption or change in child custody.

ARTICLE III
NUMBER OF OCCUPANTS RESIDING
IN A MOBILE HOME WITHIN THE PARK

Section A. If more than two (2) persons reside in a mobile home located on a leased lot in the Park, the Park Owner has the right to assess an additional occupant rental fee of \$_____ per month for each such occupant, *if* that person has registered with the Park Owner for admittance to the Park and has been approved by the Park Owner. If such additional occupant has not registered with and been approved by the Park Owner for admittance to the Park, an additional occupant rental fee of \$_____ per person per month shall be charged for each such person.

Section B. The additional occupant rental fee shall be due for all periods during which the additional person was an occupant of the mobile home located on a leased lot in the Park. For purposes of this Article, anyone who occupies a mobile home located on a leased lot in the Park for more than fifteen (15) consecutive days, or for more than thirty (30) days during any lease or calendar year, is deemed an occupant and must apply for residency in the Park, unless that person obtains the Park Owner's prior written permission to exceed the foregoing occupancy time limitations. The Park Owner may increase the additional occupant rental fee upon ninety (90) days' prior written notice to each affected lessee of a mobile home lot, each affected mobile home owner and the board of directors of the homeowners association (if one has been formed). The additional occupant rental fee is part of the lot rental amount.

ARTICLE IV
GUESTS WITHIN THE PARK

While Residents are permitted to have guests visit them in the Park and within the Premises, all guests must register with the Park Manager and obtain a guest identification tag upon arrival in the Park. Each Resident is required to acquaint his or her guests with the *Park Rules and Regulations*. In addition, each Resident is responsible for the actions and conduct of his or her guests and shall be held liable for any property damage in the Park caused by them. When using any recreational or other common facilities and improvements within the Park (the "Amenities"), any guest under the age of sixteen (16) years must be accompanied by the Resident with whom the guest is visiting or another designated adult Resident. While guests are welcome to visit Residents at any time, no guest may remain in the Park for more than fifteen (15) consecutive days or a total of thirty (30) days in any calendar year.

ARTICLE V
ASSIGNMENT, RENTING OR OTHER USE OF PREMISES

Neither the Premises, the mobile home located on the Premises, nor any interest therein may be assigned, rented or sublet to or otherwise used by other persons in the Resident's absence without the prior written consent of the Park Owner, which consent may be withheld in the sole discretion of the Park Owner and, in any event, will not be given unless said persons meet the age requirements set forth in Section A of Article II and agree to abide by the *Rules and Regulations*. If the Park Owner's written consent should be given, the Resident shall remain responsible, however, for any violation of the Premises lot rental agreement or the *Rules and Regulations* by such persons. Any assignment or subletting of the Premises, the mobile home located on the Premises, or any interest therein without the Park Owner's prior written consent shall be null and void and shall constitute a default under the lot rental agreement for the Premises.

ARTICLE VI
SALE AND PURCHASE OF A RESIDENT'S MOBILE HOME
MINIMUM REQUIREMENTS FOR RESIDENCY APPROVAL

Section A. The owner of a mobile home located on a leased lot in the Park may sell his or her mobile home or otherwise vacate the leased lot in accordance with the terms and conditions of the Prospectus and the subject lot rental agreement. Simultaneous with the initial listing or other advertisement regarding the sale of a mobile home, the owner thereof shall provide written notice to the Park Owner of his or her intention to sell the mobile home or otherwise vacate the leased lot. The prospective purchaser of a mobile home located on a leased mobile home lot in the Park may become a Resident of the Park only upon obtaining the prior written approval of the Park Owner, which approval may not be unreasonably withheld if the prospective purchaser would otherwise qualify under the following minimum requirements for Park entry: each prospective purchaser must meet the age requirements set forth in Section A of Article II hereof and provide proof of adequate financial capability and responsibility to fulfill the terms and conditions of any lot rental agreement to be assumed upon his or her purchase of the subject mobile home. Accordingly, prior to consummation of any sale of a mobile home located on a leased lot in the Park, each prospective purchaser must complete an application for entry and be screened by the Park Owner to determine whether or not such purchaser is qualified to become a Resident in the Park.

Section B. Upon such qualification for entry into the Park and obtaining of the Park Owner's prior written approval, the purchaser of the mobile home located on a leased lot in the Park shall have the right to assume the remainder of the term of any mobile home lot rental agreement then in effect between the Park Owner and the seller of the mobile home, and shall be entitled to rely on the terms and conditions of the Prospectus that was delivered to the initial recipient.

Section C. The Park Owner has the right to increase the lot rental amount to be paid by the purchaser of a mobile home located on a leased lot in the Park upon the expiration of the assumed lot rental agreement term. The amount of increased lot rental shall be determined by the Park Owner in a manner consistent with the Prospectus delivered to the initial recipient and the provisions of Chapter 723, *Florida Statutes*, and must be disclosed by the Park Owner to the prospective purchaser prior to his or her occupancy of the mobile home under the assumed rental agreement. Alternatively, the Park Owner and the prospective purchaser may agree, in writing prior to consummation of the sale and purchase of the mobile home, that upon the expiration of the then-existing lot rental agreement being assumed, the lot rental amount will be increased in an alternative manner agreed to by said parties and that the prospective purchaser will be governed by the terms and conditions of the then-current Park Prospectus.

ARTICLE VII
PAYMENT OF MONTHLY
LOT RENTAL AMOUNT

Section A. The monthly lot rental amount is due and payable in advance on or before the first day of each and every calendar month throughout the term of the mobile home lot rental agreement. Checks should be made payable to "Southport Springs I Limited Partnership" and mailed or otherwise delivered to the offices of the Park Owner for receipt on or before each monthly due date, which offices are located at 167 Old Post Road, Southport, CT 06490. For any lease that does not become effective on the first day of a calendar month, the first monthly lot rental payment (only) shall be prorated for that portion of the month that the new lessee is in possession of the lot; thereafter, all monthly lot rental payments shall be due and payable on the first day of each successive calendar month. If the total rental payment is not received by the Park Owner on or before the seventh (7th) day of each month, the following late charge shall be assessed: \$_____ for each day of delinquency commencing with the 8th day of the subject month, but not to exceed \$_____ for any calendar month of delinquency. Late charge rates may be increased

by the Park Owner upon ninety (90) days' prior written notice to each affected lessee of a mobile home lot in the Park and the board of directors of the homeowners' association (if one has been formed). Late charges shall be part of the lot rental amount.

Section B. If a lessee's check for monthly lot rental is returned, for any reason, the rent is considered late and a returned check fee of \$_____ will be charged by the Park Owner for each check returned by a mobile home lot lessee's bank, which fee may be increased by the Park Owner upon ninety (90) days' prior written notice to each affected lessee of a mobile home lot in the Park and the board of directors of the homeowners' association (if one has been formed). The returned check fee shall be charged to the lessee's account in addition to any accumulated late charges until such time as the total lot rental amount is paid in full. Each returned check fee shall be part of the lot rental amount.

Section C. Lot rental amount payments may be made by personal check, money order or bank check; cash will not be accepted for the payment of monthly lot rental amounts. In the event a personal check is returned unpaid for any reason, the Park Owner reserves the right to deny further acceptance of personal checks and payment must thereafter be made by cashier's check or money order only. Following the first returned personal check, only a cashier's check or money order will be acceptable for the payment of monthly lot rental amounts for a period of six (6) months. Following the second return of a personal check, only a cashier's check or money order will only be acceptable for the payment of monthly lot rental amounts for a period of twelve (12) months. In the event a third personal check is returned for any reason, only cashier's checks or money orders will thereafter be acceptable for the payment of monthly lot rental amounts.

ARTICLE VIII
SIGN RESTRICTIONS

No signs of any nature may be placed on or about the Premises, the Amenities or the common areas of the Park without the prior written consent of Park Owner; provided, however, that the foregoing shall not prohibit the placement of a "for-sale" sign on or within a Resident's mobile home, subject to the following reasonable rules and regulations promulgated by Park Owner with respect to the size, placement and character of the for-sale sign:

The sign shall not be larger than 11" by 14"; the sign shall be placed only in the front window of the mobile home; and the sign shall include the following words only: "For Sale" and "[a telephone number]."

ARTICLE IX
IMPROVEMENT STANDARDS

No buildings, structures or improvements shall be placed upon the Premises other than a conventional mobile home with appropriate attachments and accessory structures, all of which must be approved by the Park Owner prior to delivery and placement of a mobile home on a leased lot within the Park and in strict compliance with all terms and provisions of the Park Prospectus. It is the policy of the Park Owner to accept for placement or establishment in the Park only new double-wide and triple-wide mobile homes; single-wide mobile homes are prohibited in *Southport Springs*. In addition to all improvement standards and requirements contained in the Prospectus, the following minimum standards shall apply:

Section A. Within two (2) weeks after placement upon the Premises, the mobile home and all attached accessory structures must be fully skirted in a masonry material and

manner that complies with federal, state and local governmental standards and sufficiently anchored to withstand hurricane-force winds in accordance with federal, state and local building code requirements.

Section B. Each mobile home placed upon a leased lot in the Park must have modern, sanitary, built-in plumbing fixtures and must include the following customary accessory structures, all as set forth in greater detail in the Park Prospectus: concrete foundation, support pillars and steps; carport or garage over a concrete pad; concrete driveway; aluminum or vinyl siding on the mobile home; utility storage shed; screened porch, patio or lanai; and fully sodded and landscaped yard.

Section C. All structures and improvements must be designed, approved and installed in strict compliance with the requirements contained in the Park Prospectus, and the foundation, tie-downs, anchors, skirting and support structures must be installed by the Park Owner or by a general contractor that has been approved in writing by the Park Owner prior to the commencement of construction. The Park Owner may require the lessee of the mobile home lot or the owner of the mobile home to remove from a leased lot in the Park any unapproved structure, appurtenance, accessory, construction materials or other addition or improvement at the sole expense of the lessee.

Section D. Park standards include, but are not limited to, the following:

1. The exterior of the mobile home shall be free of grime, dirt, smudges or discolorations. Color should be consistent, free of stains and fading. Siding and trim should be free of holes, scrapes and visible damage.

2. Windows shall be intact and free of cracks and holes. Window shades and drapery backing (lining) should be of a light color that blends with the exterior of the mobile home and shall be free of tears and holes. Aluminum foil, plywood,

towels, sheets and other such coverings and/or clutter are not acceptable items behind or within any window.

3. Doors must be in a complete and useful condition and must be of the type manufactured and installed on mobile homes; rust and disrepair are not acceptable.

4. No window air conditioning or heating units may be installed on the street side(s) of the mobile home; window units must be appropriately braced.

5. Utility sheds should be attractively maintained and free of dents, scratches, broken windows or doors and shall be painted to match the exterior of the home.

6. No furniture other than standard lawn or patio furniture is permitted on patios, porches or lawns.

Section E. No construction, improvements or changes of any kind shall be made by any Resident in the area(s) between the Premises and any waterway banks, greenbelt, and conservation areas, or golf course boundaries.

ARTICLE X LAWN AND LANDSCAPING

No landscaping or other exterior improvements shall be placed upon the Premises without the prior written approval of the Park Owner and shall be placed, planted, maintained, repaired and/or replaced in strict compliance with all terms and provisions of the Park Prospectus relating thereto. In addition to all Premises landscaping standards and maintenance requirements contained in the Prospectus, the following minimum standards shall apply:

Section A. Each Resident must have the Premises landscaped and fully sodded with St. Augustine grass within seven (7) days after the placement of a mobile home on the

Premises, unless Park Owner authorizes an extension of time to accommodate delivery or seasonal constraints. Planted trees, shrubs, sod and other landscaping may not be removed if the Resident vacates the Premises. Trees and shrubs must be planted in a manner that prevents damage to underground utility service lines and facilities, and prior approval and supervision by the Park Owner is required when such planting occurs. Vegetable gardens are not permitted on any leased mobile home lot in the Park.

Section B. The use or placement of the following items within a landscaping or other exterior decorating scheme must be approved in writing by the Park Owner, in its sole and absolute discretion, prior to installation: decorative stone (which may be used only around trees and planter beds if approved) and yard ornaments such as statutes, windmills, sundials, weather vanes, etc.

Section C. Concrete driveways shall not be painted or otherwise decorated in any manner whatsoever.

ARTICLE XI PREMISES EXTERIOR AND YARD

Section A. Residents shall not install or erect any type of fence or television antenna on the Premises or the mobile home located thereon. The type and placement of exterior lighting and a satellite dish (not to exceed 20" in diameter), all of which must be approved by the Park Owner in writing prior to installation, must not interfere with traffic and must be removed upon legitimate objection by neighbors.

Section B. Residents shall not hang, drape or otherwise suspend bathing suits, towels, or other items of clothing or household linens in the Premises yard or carport area. Outside clotheslines of any type are prohibited.

Section C. All utility pedestals, connections and fire hydrants must be clear of any shrubs, bushes, or any other obstruction to facilitate inspection, maintenance and repair at all times.

ARTICLE XII
COMMERCIAL SOLICITING AND ENTERPRISES

Commercial soliciting within the Park is prohibited. The Premises may be used only for residential purposes, and no commercial use whatsoever shall be made upon or within the Premises. This provision shall not, however, prohibit any mobile home owner from canvassing other Park Residents for association, federation, or organization dues or other matters described in Section 723.054(3), *Florida Statutes* (1997), nor shall this prohibition prevent or interfere with the right of the Park Owner to utilize other mobile home lots within the Park for commercial purposes, including the display and sale of mobile homes.

ARTICLE XIII
TRASH RECEPTACLES

All trash, garbage, grass cuttings, leaves, etc., must be placed in plastic garbage or trash bags and kept in a suitable closed trash receptacle having a maximum capacity of fifty (50) gallons or otherwise in accordance with the requirements of the solid waste disposal and recycling collection provider and as described in further detail in the Park Prospectus. The containers are to be kept inside a utility building except when placed curbside in front of the Premises on the day(s) that garbage or trash is scheduled for collection.

ARTICLE XIV
SPEED LIMIT AND VEHICLE REGULATIONS

Section A. The speed limit within the Park is fifteen (15) miles per hour, and a valid driver's license is required to operate any motor vehicle within the Park. Residents are required to register all vehicles with the Park Owner or Park Manager. Only operational and licensed vehicles are allowed in the Park, and the parking of non-passenger vehicles

within the Park is prohibited, unless prior written permission is obtained from the Park Owner. Golf carts are permitted within the Park only if they are equipped with proper mufflers and are used as transportation by a Resident. No minor or unlicensed children may operate any type of motor vehicle within the Park. Mopeds, minibikes, motorcycles, dirt bikes, go-carts, motorized scooters, skateboards and roller blades are not permitted in the Park.

Section B. Each Resident's vehicle must be parked within the garage, beneath the carport or within the driveway located on the Premises. All vehicles must be properly and legally tagged and in operable condition at all times. Vehicles may not be parked in a manner that blocks any driveway, and parking on the street or on the grass of any lot (vacant or occupied) is not permitted. The Park Owner may, in its sole discretion, limit the number of vehicles at each mobile home lot site and/or grant prior written permission for a Resident or his or her guests to park their vehicles within the common parking area(s) of the Park for a limited time and on a space-available basis. In addition, the Park Owner or Park Manager reserves the right to tow improperly parked vehicles from the Park at the vehicle owner's expense.

Section C. No major vehicle repair is permitted on the Premises or on Park property. Commercial or recreational vehicles larger than a pickup truck with a cab-high shell or a small van shall not be parked in a Resident's garage, carport or driveway. Other recreational vehicles (including boats and boat trailers) of Residents must be stored outside the Park or in a storage area provided within the Park (if any) at the Resident's expense.

ARTICLE XV PETS

No household or other animals or pets shall be kept or maintained on or about the Premises or within any mobile home located thereon. This provision shall also apply all Residents' visitors and guests.

ARTICLE XVI
CODE OF CONDUCT

Section A. A Resident may be evicted upon conviction of a violation of any federal or state law or local ordinance, which violation may be deemed detrimental to the life, health, safety, or welfare of other Residents of the Park.

Section B. Each Resident must respect the privacy of his or her neighbors and allow the peaceful enjoyment of the Park by all Residents. Any conduct which disrupts, disturbs or otherwise endangers the life, health, safety, property or peaceful enjoyment of the Park or its Residents is strictly prohibited and shall provide grounds for eviction of the perpetrator(s). Prohibited conduct includes (but is not limited to) the following: trespass through another's property; public intoxication; the use of vile, vulgar or abusive language; the display or discharge of firearms, air guns or fireworks of any type; loud noise or parties; and the excessive volume of radios, televisions or musical instruments. Between the hours of 11:00 p.m. and 8:00 a.m., additional consideration shall be given to maintaining the peace, quiet and tranquility for which many Residents moved to the Park.

ARTICLE XVII
GOLF COURSE EASEMENTS

Each Resident acknowledges and agrees that the owner of the golf course, and its successors, assigns, employees, guests, members, agents, invitees and licensees shall have a perpetual, non-exclusive easement for ingress and egress on, over, above, along, in and across the roads, streets and alleys within the Park, to and from the public right-of-way now known as Chancey Road, and to and from the golf course and clubhouse. Each Resident also acknowledges and agrees that all members, guests and other users of the golf course shall have a perpetual, non-exclusive easement on, over, above, along and across the Premises to permit the doing of every act necessary and proper to playing the game of golf on, and maintenance of, the golf course adjacent to the Premises, which shall include, without limitation, the recovery of golf balls, the flight of golf balls, the use of necessary

and usual equipment for maintenance of or play upon the golf course, the usual and common noise level created by maintenance activities and by the playing of the game of golf, traversing by golfers, and all other normal and usual activities associated with the game of golf; provided, however, that actual golf play and shot-making shall not be permitted upon the Premises.

ARTICLE XVIII
DEFAULT UNDER RULES AND REGULATIONS

The lessee of a mobile home lot within the Park shall be deemed in default and subject to the termination of his or her tenancy and eviction under the Park Prospectus, his or her lot rental agreement and these *Rules and Regulations* if said lessee: fails to pay promptly upon the due date thereof any portion of the lot rental amount or any other payment required by the Park Prospectus, the lot rental agreement or these *Rules and Regulations*; fails to fully and promptly perform or comply with any other term, provision, covenant, condition, requirement or agreement contained in the Park Prospectus, the lot rental agreement or these *Rules and Regulations*; or commits any other act which constitutes grounds for eviction as provided in Section 723.061, *Florida Statutes* (1997).

EXHIBIT "C"

Section 511, Pasco County
Land Development Code

Southport Springs

511. R-MH MOBILE HOME DISTRICT

511.1 Purpose

The purpose of an R-MH Mobile Home District is to provide for the development of areas with individual mobile homes within planned mobile home projects, including mobile home parks, condominiums, and subdivisions for persons desiring the unique environments characteristic of mobile home living. It is the further purpose of this district to ensure the provision of adequate infrastructure facilities and community services necessary for such mobile home development.

511.2 Establishment Procedure

A. Mobile home projects developed under single ownership or mobile home condominiums not considered to be a subdivision, shall be considered mobile home parks.

B. New or revised mobile home subdivisions or condominium projects, if appropriate, shall be required to comply with all provisions of this Code.

C. Developers of mobile home parks shall file an application using the appropriate zoning amendment form supplemented with a legal description of the property to be included and a conceptual sketch plan showing the intended overall development plan.

511.3 Permitted Uses

A. Principal Uses

1. Dwellings: Mobile homes, single-family detached modular, or factory-built dwellings.

2. Noncommercial boat slips, piers, or private residential docking facilities with the approval of various State and/or local agencies where appropriate.

3. Public schools.

B. Accessory Uses

1. Private garages and parking areas.

2. Private or community swimming pools and cabanas in accordance with Supplemental Regulations, Article 500, of this Code.

3. Signs in accordance with this Code.

4. Management and maintenance offices, private recreational facilities including, but not limited to, golf courses and laundry facilities, provided that:

a. Such facilities shall be restricted to the use of the occupants and guests.

b. Such facilities shall be accessible only from a street within the development.

5. Other accessory uses customarily incidental to a permitted principal use.

6. Model mobile homes or mobile home sales offices within a mobile home park or condominium. However, after ninety (90) percent occupancy of the park or condominium, model mobile homes, and sales offices shall have one (1) year to convert to residential uses unless extended by the Board of County Commissioners. Rental offices or homes sales offices shall be permitted as an accessory use within a mobile home park.

511.4 Special Exception Uses

All structures used for special exception uses must meet the State of Florida Building Construction Standards set forth in Chapter 553, Florida Statutes.

A. Home occupations.

B. Public or private utility, and electrical, gas, telephone, water or sewage, and railroad right-of-way.

C. Private utility substations, provided there is not storage of trucks or materials on site.

D. Private schools or day-care centers.

E. Public and private parks, playgrounds, and recreation centers.

F. Golf courses open to nonresidents, provided the clubhouse and other structures are located over 150 feet from an abutting lot or parcel.

G. Governmental buildings.

H. Professional services such as medical, dental, legal, and engineering, excluding the parking and storage of commercial vehicles or commercially related equipment.

I. Accessory uses customarily incidental to a permitted special exception use.

511.5 Area and Density Requirements

A. Mobiles homes and modular, or factory-built dwelling units:

1. Minimum site area - Ten (10) acres inclusive of right-of-way dedication by deed, grant, or plat.

2. Minimum lot area - 4,000 square feet.

3. Maximum gross density - 8.8 dwelling units per acre; subject to compliance with the Comprehensive Future Land Use Map designation.

511.6 Yard Regulations

A. The minimum building line setbacks measured from the rear or front property lines are required in yard areas listed below within a mobile home subdivision, condominium, or park unless otherwise specified:

1. Front (Within Subdivisions)

a. Twenty (20) feet from right-of-way. This setback shall be subject to Article 600 of this Code, if applicable.

2. Front (Within Rental Parks or Condominium)

A setback of fifteen (15) feet in width from the edge of pavement of all private streets and all property lines of parcels of different uses except for public streets, shall be provided and maintained. Such setbacks from property lines of parcels of different uses shall not be considered to be part of an abutting mobile home space nor shall said setback be used as part of the recreation area.

3. A side and rear setback of five (5) feet in width measured from the property lines of individual lots shall be provided and maintained.

B. Development of recreational and open spaces areas shall be in accordance with the requirements established in this Code; however, in no case shall any part of such recreation and open space area be less than 10,000 square feet.

511.7 Streets and Roads

Roadways or streets within a mobile home park or condominium shall be private, but the following requirements shall apply.

A. Internal collector streets shall be thirty (30) feet in width, with a minimum of twenty-four (24) feet of paved surface.

B. Internal local streets shall be twenty-five (25) feet in width, with a minimum of twenty (20) feet of paved surface.

Roadways or streets within a mobile home park subdivision may be private, but shall comply with the requirements of Article 600.

511.8 Existing Parks and Subdivisions

Those mobile home parks or subdivisions approved at the time of adoption of this Code shall be zoned in accordance with the above criteria as practicable as possible; provided, however, that such parks or subdivisions may be completed and operated in accordance with plans for development as previously approved.

511.9 Off-Street Parking Regulations

Off-street parking shall be provided in accordance with the Off-Street Parking Regulations, Article 600, of this Code.

511.10 Development Plan

A development plan that substantially conforms with the conceptual sketch plan shall be submitted in accordance with Article 300 of this Code.

EXHIBIT "D"

**Mobile Home Lot
Rental Agreement**

**(Applicable to Mobile Homes Lots
Listed on Attached Exhibit D-1)**

Southport Springs

EXHIBIT D-1

(Lots Subject to *Southport Springs Mobile Home Lot Rental Agreement*)

PHASE I

2	12	43	72	87	97	120
3	21	52	78	88	99	126
4	24	54	79	89	102	133
5	26	55	80	90	103	134
8	33	56	83	91	105	193
9	35	59	84	92	106	195
10	36	61	85	94	107	197
11	39	63	86	96	108	199
					110	288

PHASE II

75	277	311	346	515	548	581
244	278	312	347	516	549	582
245	279	313	348	517	550	583
246	280	315	349	518	551	584
247	281	316	486	519	552	585
248	282	317	487	520	553	586
249	283	318	488	521	554	587
250	284	319	489	522	555	588
251	285	320	490	523	556	592
252	286	321	491	524	557	593
253	287	322	492	525	558	594
254	289	323	493	526	559	595
255	290	324	494	527	560	597
256	291	325	495	528	561	598
257	292	327	496	529	562	599
258	293	328	497	530	563	601
259	294	329	498	531	564	604
260	295	330	499	532	565	606
261	296	331	500	533	566	608
262	297	332	501	534	567	609
263	298	333	502	535	568	610
264	299	334	503	536	569	611
265	300	335	504	537	570	612
266	301	336	505	538	571	613
267	302	337	506	539	572	614
269	303	338	507	540	573	615
270	304	339	508	541	574	616
271	305	340	509	542	575	
272	306	341	510	543	576	
273	307	342	511	544	577	
274	308	343	512	545	578	
275	309	344	513	546	579	
276	310	345	514	547	580	

Southport Springs

MOBILE HOME LOT RENTAL AGREEMENT

This Mobile Home Lot Rental Agreement ("Agreement"), is made and entered into this ____ day of _____, 199__, by and between SOUTHPORT SPRINGS I LIMITED PARTNERSHIP, a Delaware limited partnership ("Lessor"), and _____ (collectively "Lessee," if more than one).

WITNESSETH:

Recitals

A. Lessor is the owner and developer of that certain mobile home park community located in Pasco County, Florida, known as *Southport Springs* (the "Park"). In addition to mobile home lots, the Lessor will develop within the Park certain recreational and other common facilities for non-exclusive use by all lessees within the Park (the "Amenities"). Prior to Lessor's acquisition and current development of the Park, a limited portion thereof had been improved and marketed by prior owners under the name "Zephyr Springs Mobile Home Park."

B. Lessor wishes to lease to Lessee that certain mobile home lot within the Park described below, and Lessee wishes to lease the lot from Lessor, all on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the lot rental amount and the covenants and agreements to be kept and performed by Lessee hereunder, the Lessor and Lessee hereby agree as follows:

1. PREMISES. Lessor does hereby lease to Lessee, and Lessee does hereby take and lease from Lessor, that certain mobile home lot within the Park identified as Lot No. ____ (the "Premises"), as shown on the Site plan attached hereto and made a part hereof as Exhibit "A" (the "Site Plan"), to be used by Lessee for the placement and establishment of a mobile home residence and to be occupied solely as a private dwelling by Lessee (the "Home") in accordance with the terms, conditions and restrictions contained in this Agreement and in the *Southport Springs* Prospectus and *Park Rules and Regulations* delivered to Lessee or attached to this Agreement; together with the non-exclusive right to use, in common with all other lessees within the Park, the roads, streets and walkways within the Park for the purpose of access to the Premises. Lessee specifically acknowledges, however, that this Agreement does not grant to Lessee any right to use the privately owned golf course that lies adjacent to portions of the Park or other recreational facilities that may hereafter be constructed by the Lessor or others within or adjacent to the Park that are not described in the Park Prospectus and will not be available for use by Park residents without the payment of additional user fees.

2. USE AND OCCUPANCY OF PREMISES. Lessee acknowledges and agrees, as a material covenant and condition of this Agreement, that the Home to be placed upon the Premises must be purchased from Lessor or from a party designated by Lessor, and that its placement and use thereafter must comply with the requirements of the Prospectus and the Park *Rules and Regulations* promulgated by Lessor, as amended from time to time. The Premises shall be used in a safe manner, in compliance with all applicable laws, ordinances, rules and regulations of the State of Florida and all other governmental and quasi-governmental authorities.

3. TERM. The term of the leasehold interest granted hereby shall commence on the ___ day of _____, 199__ (the "Commencement Date"), and shall terminate at Midnight on the ___ day of _____, _____ (the "Termination Date").

4. USE OF AMENITIES.

(a) During the term of this Agreement, Lessee shall have the non-exclusive right, in common with all other lessees within the Park, to utilize those certain existing or proposed recreational facilities and other common areas and improvements to be located within the Park (the "Amenities"). Currently, Lessor plans to construct the following Amenities within *Southport Springs*: a clubhouse, swimming pool, tennis courts and shuffleboard courts. Lessor estimates that the Amenities which are not currently existing should be completed by September 1999. Lessor, who will retain ownership of the Amenities, reserves the right to construct additional facilities or improvements (whether recreational, common or otherwise), to modify any facilities or improvements now existing or under construction, or to discontinue the availability of any recreational or other shared facility or permanent improvement. Lessor makes no guarantees, representations or warranties to Lessee with regard to the date by which any particular Amenity will be constructed or the fitness thereof for a particular purpose. Lessee acknowledges that the use of any Amenity by Lessee or by an occupant or guest of Lessee's Home (whether residing or visiting) shall be solely at the risk of Lessee, and by the execution of this Agreement the Lessee releases Lessor from any and all claims, including claims for personal injury or property damage, resulting from or arising out of the use of any Amenity by Lessee or by such occupant or guest of Lessee's Home.

(b) Lessee acknowledges that an affiliate of Lessor is the owner of an eighteen (18)-hole golf course located adjacent to certain portions of the Park and that the golf course is not a part of the Park or the Amenities. The Owner of the golf course may, in its sole and absolute discretion, permit lessees within the Park to use the golf course upon the payment of various fees and compliance with other owner-established conditions or restrictions.

5. ELECTRIC UTILITY, TELEPHONE AND CABLE TELEVISION SERVICES.

(a) Electricity is currently provided to the Park by Withlacoochee River Electric Cooperative. It is the sole responsibility of Lessee to arrange and pay for all costs, deposits, connection and installation fees, maintenance and repair fees, impact or use fees and service charges associated with providing electricity to the Premises. All electric utility costs, deposits, fees and charges are billed directly to and paid by the Lessee and are *not* included in the lot rental amount. The Withlacoochee River Electric Cooperative is responsible for the incoming electric wires and lines to the meter located on the Premises. Lessor is responsible for installation of the original electric meter, the meter pedestal (if any) and the main breaker. Lessee is responsible for the installation, maintenance and repair of all necessary wiring, sub-breakers and materials to provide and maintain electrical service from the main breaker to the Premises. It is also the Lessee's responsibility to make necessary repairs to or replacement of the electric meter on the Premises in the event of malfunction or other failure to operate, which repairs or replacement must be made in accordance with requirements of the electric service provider and applicable building codes.

(b) Local telephone service is provided to the Park by General Telephone Company, with long distance telephone service available from several providers. It is the sole responsibility of Lessee to arrange and pay for any and all costs, deposits, connection and installation fees, maintenance and repair fees, impact or use fees and service charges associated with providing telephone service to and from the Premises. All local service and long distance telephone costs, deposits, fees and charges are billed directly to and paid by the Lessee and are *not* included in the lot rental amount.

(c) Cable television service is available to Park residents from Design Cablevision, Inc. in Zephyrhills, Florida. It is the sole responsibility of Lessee to arrange and pay for any and all costs, deposits, connection and installation fees, maintenance and repair fees, impact or use fees and service charges associated with providing cable television to the Premises. All cable television service costs, deposits, fees and charges are billed directly to and paid by the Lessee and are *not* included in the lot rental amount.

6. SECURITY DEPOSIT AND TOTAL MONTHLY LOT RENTAL AMOUNT. Upon execution of this Agreement, Lessee agrees to pay to Lessor a security deposit in the amount of _____ Dollars (\$ _____), representing two months' base lot rental amount, as security for Lessee's performance hereunder and compliance with the terms and provisions of the Park Prospectus and *Rules and Regulations*; the security deposit is part of the lot rental amount. During the term of this Agreement, Lessee agrees to pay to Lessor in advance and without demand on the first day of each calendar month, the *base* monthly lot rental amount of _____ Dollars (\$ _____) (the "Base Rent") beginning on the Commencement Date. If this Agreement does not become effective on the first day of a calendar month, the first monthly lot rental payment (only) shall be prorated for that portion of the month that Lessee is in possession of the Premises; thereafter,

all monthly lot rental payments shall be due and payable on the first day of each successive calendar month. Checks for the total monthly lot rental amount (as described in all paragraphs of this section) should be made payable to "Southport Springs I Limited Partnership" and mailed or otherwise delivered to the offices of the Lessor for its receipt on or before the first day of each month, which offices are located at 167 Old Post Road, Southport, CT 06490. Late rental payments, returned checks for rental payment and non-payment of the total monthly lot rental amount are subject to the imposition of additional fees and may result in the termination of this Agreement and the eviction of Lessee, all as set forth in greater detail in the Park Prospectus and *Rules and Regulations*, the terms and provisions of which are incorporated herein by this reference as if fully set forth.

The total monthly lot rental amount charged for the Premises consists of several components, each of which is described in detail in Article X, Sections A through EE of the Park Prospectus. Excluding deposit, connection, installation, maintenance and repair fees (also detailed in said Article X, in Sections G, H, I, K & M), the following summary itemizes the various fees and charges for which Lessee is responsible on a monthly basis (to the extent imposed by the Park Owner in accordance with the Park Prospectus or *Rules and Regulations*) as and for the total lot rental amount:

<u>Amount</u>	<u>Description of Charge or Fee</u>	<u>Article X Section(s)</u>
\$ _____	Base Monthly Lot Rental for Lot No. _____	A
\$ _____ **	Passed-On Monthly Potable Water Supply Charge	B-E; G-J; P
\$ _____ **	Passed-On Monthly Sanitary Sewer Charge	B-E; G-J; P
\$ _____ **	Passed-On Monthly Solid Waste Disposal and Recycling Collection Charge	B-E; K-M; P
\$ _____ **	Passed-On Monthly Lot Mowing Charge	B-D; F; O
\$ _____	Real Estate Taxes	Q
\$ _____	Other Taxes _____ : \$ _____	R
	_____ : \$ _____	
\$ _____	Park Entrance & Mobile Home Placement Fee	S
\$ _____	Security Deposit	T
\$ _____	Additional Occupant Rental Fee	U
\$ _____	Identification Tag or Entrance Card Replacement Fee	V
\$ _____	Additional Copies of Prospectus	W
\$ _____	Minimum Maintenance Fee for Failure to Maintain Lot	X
\$ _____	Storage Fees	Y
\$ _____	Deposit for Private Use of Clubhouse or Other Amenity	Z
\$ _____	Personal or Individualized Services	AA
\$ _____	Charges for Late Payment of Lot Rental Amount	BB
\$ _____	Returned Check Charges	CC
\$ _____	Costs of Repairs and Damages for Tortious Acts	DD
\$ _____	Attorneys' Fees and Costs to Enforce Payment or Compliance	EE
<u>\$ _____</u>	TOTAL MONTHLY LOT RENTAL AMOUNT FOR LOT NO. _____	

NOTE: The cost of each item marked with (**) in the foregoing summary will vary on a month-to-month basis, because the actual charge passed-on by the Park Owner is wholly dependent upon actual monthly usage of the referenced utility or service by the lessees of each mobile home lot in the Park. Accordingly, the amount stated for each item is only an **estimate** based on historical monthly averages for mobile home lots in *Southport Springs*.

7. PARK AND PREMISES MAINTENANCE. Lessor shall be responsible for maintenance and repair of the Amenities, as well as the routine maintenance and mowing of lawns and landscaping in the Common Areas. In addition, Lessor shall be responsible for mowing the Premises lawn, which service is included in Lessee's lot rental amount; provided, however, that if Lessee's landscaping or other physical structures or impediments located on the Premises do not permit the use of a 60"-wide lawn mowing machine, Lessee shall be billed monthly for any additional costs incurred by Lessor to mow the Premises lawn.

(a) It shall be Lessee's responsibility to maintain the Premises, which maintenance shall include (but not be limited to) normal trash and refuse removal, routine home repairs, and regular trimming, edging, fertilizing, repair and/or restoration of lawns, trees, shrubbery and other landscaping located on the Premises. Lawn and garden watering must be accomplished within any time limitations established by Lessor from time to time in the *Rules and Regulations* and in accordance with any and all restrictions imposed by the water supply provider and local and regional governmental entities.

(b) Lessee's Home and the Premises shall be kept in a neat and clean condition and in a state of good repair, with all debris, garbage and refuse removed promptly by Lessee at Lessee's expense. Damage to improvements located on the Premises must be repaired and restored to their original condition within forty-five (45) days from the date the damage occurs. Failure of Lessee to timely comply with this provision when notified by Lessor shall entitle the Lessor to take appropriate action to bring Lessee's Home and Premises into compliance with this requirement, all at Lessee's expense.

8. RULES AND REGULATIONS.

(a) To maintain the aesthetic nature of the Park, and to ensure the health, safety and welfare of all Park residents, the Premises and this Agreement are subject to the terms and conditions of the Park *Rules and Regulations* (a copy of which is attached to this Agreement as Exhibit "B"), with which the Lessee expressly agrees to comply. The *Rules and Regulations* supplement the requirements contained in the Park Prospectus, the laws of the State of Florida and local government ordinances, and govern the behavior of all mobile home owners, lawful residents and guests, as well as the use of Park property and facilities. Many of the *Rules and Regulations* are based on the requirements of Florida law, and the remainder have been adopted

(and will be fully enforced) to assure the protection of each resident's person, property and privacy.

(b) The *Rules and Regulations* are intended to enhance the comfort, welfare and safety of all Park residents and guests and to maintain the appearance and reputation of the Park. Lessor has the right to amend existing or adopt new *Rules and Regulations* at any time, and from time to time, and shall give written notice thereof to Lessee, each other affected mobile home owner and the board of directors of the homeowners' association (if one has been formed) at least ninety (90) days prior to the effective date of any changed, modified, amended or new provision to be contained in the *Rules and Regulations*. Rules amended or adopted as a result of restrictions imposed by governmental entities and required to protect public health, safety and welfare may be enforced prior to the expiration of the 90-day notice period. In addition to the provisions of the *Rules and Regulations*, rules that are posted at individual Amenities must be observed by all lessees, residents and guests.

9. RESIDENCY REQUIREMENTS.

(a) *Southport Springs* is a mobile home park community that provides housing for older persons,¹ with facilities and services designed to serve the physical and social needs of mature residents. Although persons eighteen (18) years of age or older may temporarily reside in the Park or visit its residents, at least eighty percent (80%) of the mobile homes located on leased lots in the Park that are initially occupied after April 1, 1998 (whether by resale, the placement of new homes or otherwise), must be occupied by at least one (1) lessee who is at least fifty-five (55) years of age or older. Lessor reserves the right, in its absolute discretion, to determine which residents fall within the remaining twenty percent (20%) of mobile home lots that need not be occupied by a lessee that is at least fifty-five (55) years of age or older, which determination shall be based on a demonstrable substantial hardship to the affected person(s) (whether by virtue of economic, physical or other legal circumstances), on a case-by-case basis. To demonstrate compliance with administrative rules adopted by the Secretary of the United States Department of Housing and Urban Development to implement the "Housing for Older Persons Act of 1995," the Park Owner will require each lessee of a mobile home lot in the Park (and each occupant of any mobile home placed on the lot) to submit an age verification statement, together with appropriate identification,² upon the execution of a new, revised or renewal lot rental agreement. The age verification statement shall include the full

¹ As that term is defined by Section 760.29(4)(b)3., *Florida Statutes* (1997); see "The Housing for Older Persons Act of 1995," 24 C.F.R. §100 (Pub.L.104-76).

² Acceptable identification includes a valid driver's license, passport, immigration card, military identification, birth certificate or any other state, local, national, or international official document that contains a birth date of comparable reliability. See 62 Fed. Reg. 2000, 2003 (to be codified at 24 C.F.R. § 100.307(d)).

names, ages and birth dates of each lessee and occupant of the leased lot and mobile home, and must be updated not less than annually thereafter on or about the anniversary date of the initial execution of the age verification statement.

(b) To maintain the Park's qualification as a community for older persons, each undersigned Lessee acknowledges and agrees, by his and/or her execution of this Agreement, that in the event any Lessee or any other occupant of the Home located on the Premises gives birth, adopts, or otherwise obtains the custody of a minor child while a resident of the Park, such Lessee or other occupant and the minor child must move from the Park within four (4) months of the date of birth, adoption or change in child custody.

10. OCCUPANTS AND GUESTS.

(a) If more than two (2) persons reside in the Home located upon the Premises, Lessor has the right to assess an additional occupant rental fee of \$ _____ per month for each such occupant, *if* that person has registered with and been approved by the Lessor for admittance to the Park as a resident. If such additional occupant has not registered with and been approved by Lessor for admittance to the Park as a resident, an additional occupant rental fee of \$ _____ per person per month shall be charged for each such person. As more fully described in Article X, Section U of the Park Prospectus, any additional occupant rental fee shall be part of the lot rental amount. The additional occupant rental fee shall be due for all periods during which the additional person was an occupant of the Home located on the Premises. For purposes of this paragraph, anyone who occupies the Home located on the Premises for more than fifteen (15) consecutive days, or for more than thirty (30) days during any lease or calendar year, is deemed an occupant and must apply for residency in the Park, unless that person obtains Lessor's prior written permission to exceed the foregoing occupancy time limitations. The Lessor may increase the additional occupant rental fee upon ninety (90) days' prior written notice to Lessee, each other affected mobile home owner and the board of directors of the homeowners association (if one has been formed).

(b) While Lessee is permitted to have guests visit in the Park and within the Premises, **all guests must register with the Park Manager and obtain a guest identification tag upon arrival in the Park.** Lessee is required to acquaint his or her guests with the Park *Rules and Regulations*. In addition, Lessee is responsible for the actions and conduct of his or her guests and shall be held liable for any property damage in the Park caused by them. When using any of the Amenities within the Park, any guest under the age of sixteen (16) years must be accompanied by Lessee or another designated adult resident of the Park. While guests are welcome to visit Lessee at any time, no guest may remain in the Park for more than fifteen (15) consecutive days or a total of thirty (30) days in any calendar year.

11. ASSIGNMENT, RENTING OR OTHER USE OF PREMISES. Neither the Premises, the mobile home located on the Premises, nor any interest therein may be assigned, rented or sublet to or otherwise used by other persons in Lessee's absence without the prior written consent of the Lessor, which consent may be withheld in the sole discretion of the Lessor and, in any event, will not be given unless said persons meet the age requirements set forth in Paragraph 9(a) and agree to abide by the *Rules and Regulations*. If Lessor's written consent should be given, Lessee shall remain responsible, however, for any violation of this Agreement, the Park *Rules and Regulations* or the Park Prospectus by such persons. Any assignment or subletting of the Premises, the mobile home located on the Premises, or any interest therein without the Lessor's prior written consent shall be null and void and shall constitute a default under this Agreement.

12. IMPROVEMENT STANDARDS. No buildings, structures or improvements shall be placed upon the Premises other than a conventional mobile home with appropriate attachments and accessory structures, all of which must be approved by the Lessor in writing prior to delivery and placement thereof on the Premises, and all of which must strictly comply with the improvement standards, criteria and requirements contained in the Prospectus and *Rules and Regulations* of the Park, which by this reference are hereby incorporated herein as if fully set forth. It is the policy of Lessor to accept for placement or establishment in the Park only new double-wide and triple-wide mobile homes; single-wide mobile homes are prohibited in *Southport Springs*. In addition, Lessee agrees to comply with the standards, criteria and requirements reflected in the Prospectus and the *Rules and Regulations* regarding the lawn, landscaping and exterior of the Premises, commercial soliciting and enterprises, vehicle regulation, pets, code of conduct, golf course easements and all other aspects of Park residency, all of which are incorporated herein by this reference.

13. LESSOR'S TITLE. Lessor represents to Lessee that Lessor owns the Premises in fee simple, subject to easements, encumbrances, covenants, restrictions and other matters of public record. Lessor has full right, power and authority to enter into this Agreement for the term granted.

14. CONDEMNATION. In the event that during the term of this Agreement, the entire Premises (or a significant portion thereof) is condemned for any public or quasi-public use by any public entity, including federal, state or local governments or public or private utilities having such lawfully established power, this Agreement shall terminate on the date that possession is taken by the condemning authority. In such event, the total monthly lot rental amount (including real estate taxes) shall be pro-rated as of the date possession is taken, provided that the Lessee is in full compliance with the Park Prospectus and *Rules and Regulation* and in the payment of rent and other charges as set forth herein. Any award issued by the condemning authority shall belong to Lessor.

15. DEFAULT. Lessee shall be deemed to be in default hereunder in the event that Lessee fails to pay the total monthly lot rental amount or any other fee, charge or assessment required hereunder, promptly upon the due date thereof; or fails to fully and promptly perform or comply with any other term, provision, covenant or agreement contained herein or in the Park Prospectus or *Rules and Regulations*, or if Lessee commits any other act which constitutes grounds for eviction as provided in Section 723.061, *Florida Statutes* (1997).

16. DEFAULT REMEDIES. In the event of a default hereunder by Lessee, Lessor shall have those remedies available under Section 723.061, *Florida Statutes* (1997).

17. CURE OF LESSEE'S DEFAULT. If Lessee fails to perform under the provisions of this Agreement, Lessor may at its option (but shall not be obligated to) take whatever reasonable action is deemed appropriate or necessary to cure Lessee's failure to perform. In such event, Lessee agrees to pay Lessor all costs, fees, damages and other expenses, including attorneys' fees and costs, incurred by Lessor in curing Lessee's default.

18. CONSTRUCTION LIENS. Lessor's interest in the Premises shall not be subject to any liens resulting from Lessee's construction, alteration, repair, restoration, replacement or reconstruction of any improvements on the Premises, or by reason of any other act or omission of Lessee, including, without limitation, construction liens under Chapter 713, *Florida Statutes* (1997) (the "Construction Lien Law"). Lessee has no power, right or authority to subject Lessor's interest in the Premises to any construction claim of lien. If any claim of lien is recorded against the Premises by reason of work performed by or on behalf of Lessee, Lessee shall, within twenty (20) days following the recording of the lien, cause the Premises to be released from the lien by the payment of the obligation secured thereby or by the furnishing of a bond as provided in the Construction Lien Law. If Lessee fails to pay the lien, or transfer it to bond, Lessor shall have the right to do so and, in such event, all costs incurred by Lessor in connection therewith, including attorneys' fees, shall be paid by Lessee promptly upon demand by Lessor.

19. COVENANT OF QUIET ENJOYMENT. Lessor covenants and warrants that, so long as Lessee is not in default under this Agreement, Lessee's quiet enjoyment of the Premises shall not be disturbed by Lessor or anyone claiming by, through or under Lessor.

20. NOTICES. Any notice or other communication required or permitted hereunder shall be given in writing and shall be delivered or mailed by certified, return receipt requested United States Mail, to the other party at the address specified below, or to such other address as either party may subsequently designate to the other in writing. Notices shall be deemed delivered upon actual receipt

if not mailed, or if mailed upon three (3) days following deposit in the United States Mail. Notices shall be sent to the following addresses:

Lessor: Southport Springs I Limited Partnership
167 Old Post Road
Southport, Connecticut 06490-1301

Lessee: _____

21. TIME. Time is of the essence of this Agreement with regard to any provision hereof which requires performance within a certain time period or upon a specified date.

22. RIGHTS CUMULATIVE. The rights of the parties under this Agreement shall be cumulative and in addition to any rights conferred by applicable law, and the failure of a party to exercise promptly any right conferred upon it hereunder shall not operate as a waiver or forfeiture of such right or any other. No waiver by Lessor of any condition or covenant contained herein shall be deemed to constitute or imply a further waiver of any other condition of covenant.

23. DISPUTES. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover all attorneys' fees and costs, including such fees and costs incurred at the trial level and all appellate levels. The venue of any such litigation shall be Pasco County, Florida.

24. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

25. GENDER/PLURALITY. Where used herein the singular shall include the plural and the masculine to include the feminine and the neuter, and vice versa.

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

27. INDEMNIFICATION AND LIABILITY. Lessee shall indemnify and hold harmless the Lessor and Lessor's agent from and against any loss, damage, injury, claim, demand, cost and expense (including legal expenses at all court levels) arising out of or connected with the Lessee's use, operation

or condition of the Premises, the Home located thereon, appliances located therein, or any personal property or equipment of Lessee now or hereafter placed, stored, or located thereon. Lessee further covenants and agrees that as to any liability to any invitee, licensee or trespasser of the Premises, that Lessee shall be liable to such person for injury, claim, damage, loss, demand, cost, and expense arising out of the Lessee's or that person's use, operation or condition of the Premises, the Home located thereon, appliances located therein or any other personal property or equipment of Lessee now or hereafter placed, stored or located thereon. It is expressly covenanted and agreed between Lessor and Lessee that all personal property or equipment of the Lessee now or hereafter placed, stored or located on the Premises shall be the sole responsibility and at the sole risk of the Lessee and any damage, loss, theft or destruction thereof shall be borne solely by the Lessee and shall be his or her sole responsibility.

28. ENTIRE AGREEMENT AND MODIFICATION/AMENDMENT. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all of Lessee's prior or contemporaneous understandings, agreements, inducements or conditions, whether express, implied or written with regard to the Premises.

29. EXPIRATION OR RENEWAL. Unless another lot rental agreement is entered into by the parties hereto with regard to the Premises or unless Lessee provides Lessor with written notice, at least ninety (90) days in advance of the Termination Date of this Agreement, of the Lessee's intention to terminate this tenancy by removal of the Home from the Park, this Agreement shall automatically be renewed for an additional period of one (1) year, subject to all conditions and covenants herein contained. Successive renewals of additional one-year periods shall occur on the same basis upon the expiration of each current term thereafter, absent prior notice by either party. Anything to the contrary notwithstanding, however, the Lessor may increase or decrease the lot rental amount or services provided in the manner stated in the Park Prospectus or modify the terms and provisions of this Agreement to comply with Chapter 723, *Florida Statutes*, the administrative rules of the Division promulgated thereunder, or other requirements of law. In the event of an increase in the lot rental amount or a modification of any provision of this Agreement, the Lessee shall have the option, upon at least thirty (30) days' prior written notice to Lessor, to terminate the tenancy by removal of the Home. Otherwise, this Agreement shall remain in effect at the increased lot rental amount or with such other modification.

EACH OF THE TERMS, CONDITIONS, REQUIREMENTS AND STANDARDS CONTAINED IN THE *Southport Springs* PROSPECTUS AND PARK RULES AND REGULATIONS ARE SPECIFICALLY INCORPORATED INTO THIS LOT RENTAL AGREEMENT BY THIS REFERENCE. THE LESSEE HEREBY ACKNOWLEDGES THAT PRIOR TO EXECUTING THIS LOT RENTAL AGREEMENT, HE OR SHE HAD A REASONABLE OPPORTUNITY TO READ AND REVIEW THIS LOT RENTAL AGREEMENT, THE PARK PROSPECTUS AND THE PARK

RULES AND REGULATIONS, AND THAT BY SIGNING THIS LOT RENTAL AGREEMENT, HE OR SHE BINDS HIMSELF OR HERSELF TO FULLY ABIDE BY THIS LOT RENTAL AGREEMENT AND SAID PROSPECTUS AND RULES AND REGULATIONS.

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

Signed in the presence of the following attesting witnesses:

Print Name:

Print Name:

LESSOR:
SOUTHPORT SPRINGS I LIMITED
PARTNERSHIP, a Delaware limited
partnership

By: _____

Print Name: _____

Print Title: _____

STATEMENT OF AGE VERIFICATION
FOR COMPLIANCE WITH DESIGNATION OF
SOUTHPORT SPRINGS AS "HOUSING FOR OLDER PERSONS"
UNDER § 100.307, 24 CODE OF FEDERAL REGULATIONS PART 100

I, _____, one of the undersigned Lessees, am over the age of eighteen (18) and a member of the household that resides (or will reside) on Lot No. ____ of *Southport Springs*. I hereby certify that I have personal knowledge of the ages of the occupants of this household and that at least one (1) occupant is 55 years of age or older.

Signed in the presence of the of the following witnesses as to all Lessees, if more than one:

Print Name:

Print Name:

LESSEE:

Print Name:

Print Name:

EXHIBIT "E"

User Fee Agreement(s)

Southport Springs

