

# PROSPECTUS FOR SOUTHPORT SPRINGS

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

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 PERSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.

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### Exhibits:

Community Layout - Exhibit A

Lease Agreement - Exhibit B

Rules and Regulations - Exhibit C

Covenants and Restrictions - Exhibit D

User Fee Agreements - Exhibit E



#### I. Name and Address of Community

The name and address of the Community is:

Southport Springs  
3737 Southport Springs Parkway  
Zephyrhills, Florida 33541

#### II. Receipt of Notices and Demands

The name and address of the person authorized to receive notices and demands on the Community Owner's behalf is:

Chief Operating Officer  
Sun Communities, Inc.  
27777 Franklin Road, Suite 300  
Southfield, MI 48034

#### III. Community Property Description

The following is a description of the Community property. The lot layout is attached as Exhibit A. This is an approximate location of the lots.

A. Number of Lots: The Community is intended to have a total of 994 lots. As of the filing date 554 lots are completed.

B. Approximate Size of Each Lot: The approximate size of each lot ranges from approximately 4,000 square feet to approximately 5,100 square feet. Certain lots are larger or may vary in size because of configuration or location in the Community.

C. Setback requirement and minimum separation distance between mobile homes as currently required by law: between homes: 10 feet; set back from street: 15 feet; set back from rear lot lines: 5 feet. Community standards may exceed these specifications.

D. The Community Owner reserves the right to expand Southport Springs by developing additional mobile home lots within the Community or adjacent or nearby property, in which event those additional mobile home lots would be entitled to use the shared or common facilities of the Community. The Community's facilities could be shared by a maximum of 2,000 lots.

#### IV. Definitions

A "homeowner", "home owner" or "resident" means a person who owns a mobile home and rents or leases a lot within this Community for residential use as defined in section 723.003(11), Florida Statutes.

"Community" as used herein means a "mobile home park" as defined in section 723.003(12), Florida Statutes.

"Community Owner" as used herein means a "park owner" as defined in section 723.003(13), Florida Statutes.

Notwithstanding anything to the contrary in the prospectus, including the rental agreement, rules and regulations or any other exhibits to the prospectus, the homeowner's proportionate share of pass-through charges shall be defined as:

"Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among all affected developed lots in the Community the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Community.

## V. Recreational and Common Facilities

A. Clubhouse. The Community has one clubhouse which is located in the center of the Community. The size of the building is approximately 8,000 square feet with an approximate capacity of 300 people. As of the filing date of this prospectus, the building has the following rooms: fitness center, bar and snack bar, recreation room, ladies room, men's room, and multi-purpose room. The Community Owner reserves the right to change the size of the building, the number of rooms, or the activities that take place in any of the rooms, at its sole discretion.

B. Swimming Pool. The Community has one swimming pool located adjacent to the clubhouse, in the center of the Community. The pool is approximately 30' x 65' and varies in depth from approximately four feet to approximately nine feet. The pool can accommodate approximately 40 persons. The area around the pool consists of a pool deck of approximately 2,760 square feet and a capacity of approximately 230 people standing, or 110 people seated. The swimming pool will be heated, from time to time, at the Community Owner's discretion.

C. Whirlpool Spas. The Community has two whirlpool spas, which are located adjacent to the swimming pool. The depth of each spa, at the center, is approximately four feet. Each spa can accommodate approximately 12 people. The whirlpool spas will be heated, from time to time, at the Community Owner's discretion.

D. Tennis Courts. The Community has two tennis courts located adjacent to the clubhouse.

E. Shuffleboard Courts. The Community has four shuffleboard courts located adjacent to the clubhouse.

F. Golf Course. There is a golf course located adjacent to the Community. Although the golf course is not a part of the Community property, residents may deal directly with the golf club to make arrangements to use the course.

G. Personal Property. The personal property intended for the shared use of the residents (and their guests) includes pool furniture and clubhouse furniture. Management may, from time to time, increase, reduce or change the personal property available for the residents' use.

H. Hours of Operation. The facilities will generally be available for the use of the residents as follows: the Clubhouse is open daily from 8:00 A.M. to 10:00 P.M., the Swimming Pool is open daily from one half-hour after sunrise until one half-hour before sunset, and the Community Office is open from 8:00 A.M. to 5:00 P.M. Monday through Friday. The days and hours of use may be modified at the sole discretion of management. In case of emergency or repairs the facilities may be closed.

I. Completion Dates. As of the filing date of this prospectus, all of the facilities are completed.

## VI. Community Management and Maintenance

Management of the Community and maintenance and operation of the Community property (with the exception of occupied lots) is the responsibility of the Community manager. All questions and comments concerning Community operations should be directed to the Community manager.

## VII. Mobile Home Owner Required Improvements

Improvements, whether temporary or permanent, which are required to be installed by the mobile home owner as a condition of his or her occupancy in the Community include: Homes to be set and anchored, concrete driveway,



carport, utility shed, skirting, fully sodded and landscaped yard and concrete steps. All improvements must meet the specifications as established by the Community Owner. Current specifications are available at the Community manager's office.

In general and except as expressly provided to the contrary in this Prospectus, each resident in the Community is responsible for the maintenance and repair of his or her mobile home, lot, and all improvements, including irrigation, landscaping and trees thereon. Dead trees, or trees and shrubs damaged by high winds, or any other act of God, must be removed by Home Owner, at Home Owner's expense, within seven (7) days of occurrence of death or damage of the affected tree or shrub.

#### VIII. Utilities and Other Services

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

A. Water and Sewer. Service is provided by Pasco County Utilities. The Resident's charge for this service is included in the lot rental amount as a separate charge and is not included in the base rent. Residents are billed separately by the Community for water and sewer, based on usage, at the same rates as charged by the provider, including a reasonable administrative fee. It is Community management's intention to have the provider bill the resident directly for water and sewer usage, and if this occurs the residents will deal directly with the provider, and Community will discontinue billing the residents separately.

B. Waste Disposal. (garbage and trash pickup and disposal) is provided by means of street pickup by Republic Services, or another outside contractor approved by the Community Owner. The Resident's charge for this service is included in the lot rental amount as a separate charge including a reasonable administrative fee, and is not included in the base rent. It is Community management's intention to have the provider bill the resident directly for garbage and trash pick up and disposal, and if this occurs the residents will deal directly with the provider, and the Community will discontinue billing the residents separately.

C. Cable TV service is provided by Spectrum. It is the resident's responsibility to deal directly with Spectrum. The service will be billed directly by Spectrum and is not included in the lot rental amount.

D. Storm Drainage within the Community is provided and maintained by the Community Owner and is included in the base rent. Any charges imposed on the Community for off-site storm drainage may be assessed to the home owners as a separate fee.

E. Electricity is provided by Withlacoochee River Electric Cooperative. It is the responsibility of the resident to deal directly with the utility company. The service is billed separately by the provider and charges for same are not included in the lot rental amount.

The Community Owner reserves the right, upon 90 days prior written notice, to change any utility or other service provided, the manner of providing that utility or service, or the manner in which that utility or service is charged.

#### IX. Lot Rental Amount

A. The monthly base rent for this lot is \$\_\_\_\_\_.

B. Special Use Fees: Special use fees that the homeowner is responsible for are:

Late Fees: Lot rental amount payments are due in advance on the first day of the month. Late fees are \$\_\_\_\_\_ per day starting on the sixth day of the month retroactive to the first day of the month.

Tree Removal and Tree Trimming Fee: \$ \_\_\_\_\_ or the actual costs of tree removal and/or tree trimming.

Returned Check Charge: \$ \_\_\_\_\_

Application Fee: \$ \_\_\_\_\_

Lawn, Yard and Home Maintenance: is the resident's responsibility. In the event the resident fails to properly maintain the lawn, yard, or home, the Community Owner currently charges \$ \_\_\_\_\_ per man hour. The fee is subject to change at the Community Owner's sole discretion.

C. Pass-Through Charges: The Community Owner reserves the right to charge directly to the resident, on a proportionate share basis, pass-through charges, as defined in Section 723.003, Florida Statutes, for governmentally mandated capital improvements and any costs or fees associated with those requirements.

D. Government and Utility Charges: If the Community Owner incurs any costs due to actions by a governmental agency or utility company, the Community Owner reserves the right to charge the resident's equitable share of those costs, based upon usage, pro-rata among developed lots, or other equitable means, including a reasonable administrative cost to the homeowner.

E. Increase in Lot Rental Amount. During the lifetime of the resident, the monthly Base Rent will be increased annually. The increase shall be 5%, or the percentage increase in the Consumer Price Index for a 12-month period preceding the notice of lot rental amount increase, whichever is greater, plus the real estate and other taxes and assessments by a state, or local government, to the Community Owner. Such increases in real estate and other taxes and assessments shall be charged pro rata among all developed lots.

The Consumer Price Index is defined as the United States Department of Labor Consumer Price Index, U.S. City Average, All Urban Consumer, 1982-84 = 100, as amended from time to time. Should such Index be discontinued another index that measures the cost of living shall be used.

The mobile home owner shall be notified of an increase in lot rental amount at least 90 days prior to the increase.

The lifetime rental agreement attached as an exhibit to this prospectus is for the lifetime of the resident as long as he or she resides on the premises or until the death of a surviving spouse or sale or conveyance of the mobile home, at which time the lifetime rental agreement is terminated. A purchaser of the mobile home is required to sign a new lifetime lease agreement and failure to sign the lifetime lease may result in denial of residency in the Community.

#### X. User Fees

User Fees means those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the Community owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services. There are currently user fees offered for the following services:

1. Although RV, boat and/or utility trailer storage spaces are not currently available, a storage area for same is planned for future development. If and when such area becomes available, home owners will be required to complete the attached Storage Area user fee agreement and pay a fee for use of same as set forth in the agreement.

2. A Clubhouse Reservation user fee agreement is also required for any home owners requesting use of the clubhouse for a private function.



The Community Owner may, from time to time, upon a 10-day notice, increase the charges for any user fees offered. Such changes will be at the Community Owner's sole discretion, based upon market, economic or cost factors.

XI. Community Rules and Regulations

The Community rules and regulations are attached as Exhibit C and are incorporated herein by reference. Community rules and regulations shall be set, changed, or promulgated in the following manner. Current Community rules or regulations in effect governing home owners behavior and other rules are as set forth in the Exhibit attached to the Prospectus. Rule or regulation changes and adoption of new Community rules or regulations will be made in accordance with Florida Statutes, Chapter 723.

XII. Zoning Classification

The zoning classification of the Community is "R-MH [Residential] Mobile Home District" and the permitted uses are: 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. The name of the zoning authority which has jurisdiction over the land comprising the Community is: Pasco County, Florida. The Community Owner has no definite future plans to seek a change in the use of the land comprising the Community.

XIII. Exhibits

Exhibits to this Prospectus include:

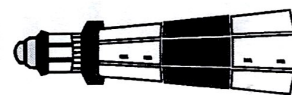
- A. A copy of the Community layout.
- B. A copy of the Lease Agreement.
- C. A copy of the Community Rules and Regulations.
- D. Covenants and Restrictions
- E. User Fee Agreements

XIV. Approved Prospectus

This Prospectus was deemed by the Division of Florida Condominiums, Timeshares, and Mobile Homes to be adequate to meet the requirements of Chapter 723, Florida Statutes. The identification number assigned by the Division is PRMZ003537-P2. The lot number to be occupied is \_\_\_\_\_. This prospectus was deemed to be adequate on July 20, 2006.



MAP SPONSORED BY  
**PCI COMMUNICATIONS INC.**



# Southport Springs

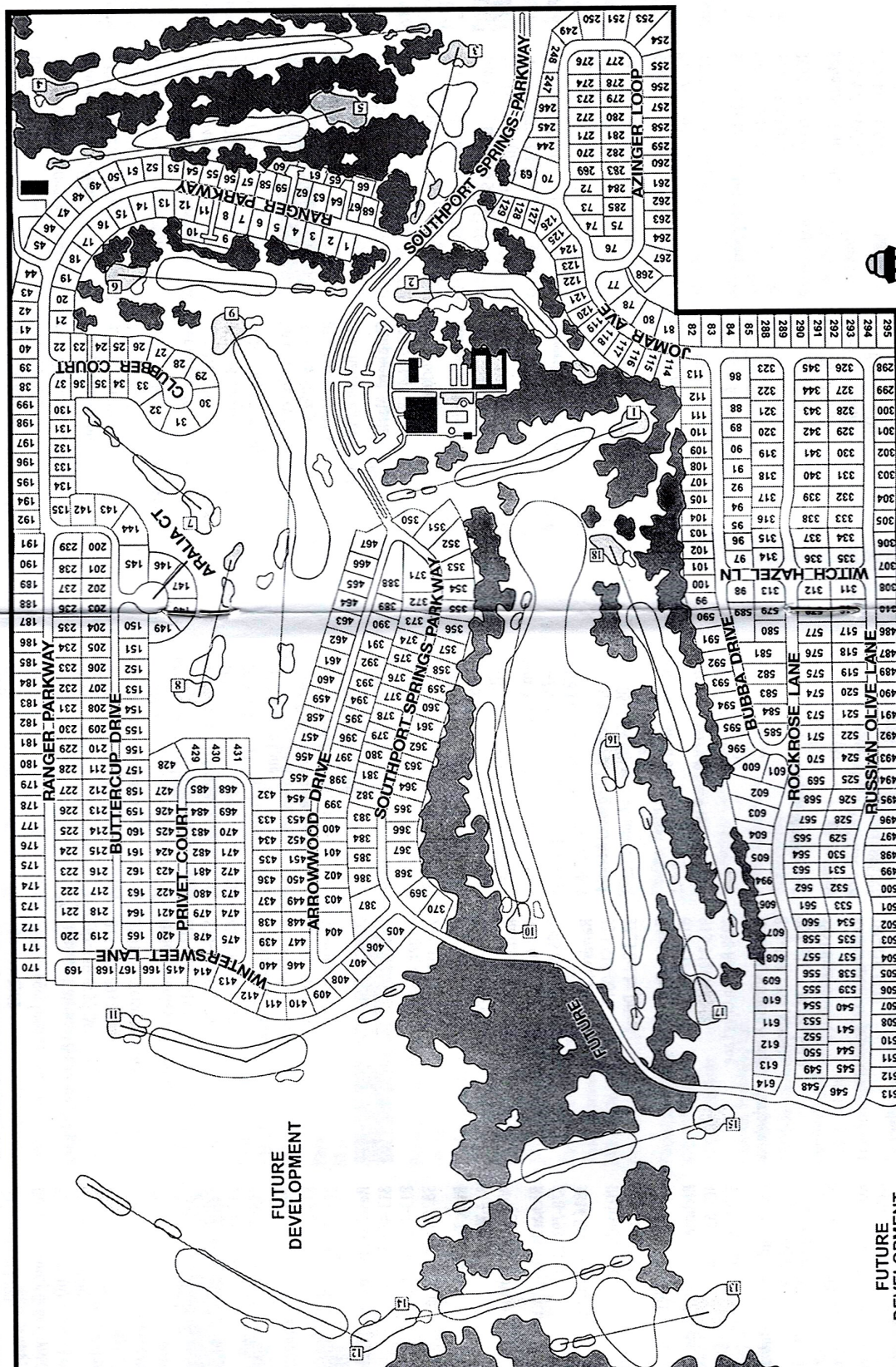




EXHIBIT B

SOUTHPORT SPRINGS  
LIFETIME LEASE AGREEMENT

THIS LIFETIME AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between Southport Springs, hereinafter referred to as the Community Owner, and \_\_\_\_\_, hereinafter referred to as Resident.

COMMUNITY OWNER hereby leases to Resident the certain property described as Lot \_\_\_\_\_ to be occupied solely as a private dwelling only by the Resident. The Resident is also entitled to the use of all the Community amenities and services as described in the prospectus.

THIS LEASE AGREEMENT shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and shall be in full force and effect for the lifetime of the Resident as long as Resident or a surviving spouse resides on the premises or until sale or conveyance of the mobile home.

BASE RENT: \$ \_\_\_\_\_ per month, payable in advance on or before the first day of the month. All payments are payable to Southport Springs.

WATER AND SEWER: If not billed directly by the provider, the Community will bill the resident separately for usage based on the same rates as charged by the provider, including a reasonable administrative fee.

WASTE DISPOSAL: (Garbage and Trash pick up and disposal): If not billed directly by the provider, the Community will bill the Resident separately for Garbage and Trash pick up and disposal, including a reasonable administrative fee.

LEASE RENEWAL: This lease will automatically renew on January 1, 2\_\_\_\_\_, and on each January 1<sup>st</sup> thereafter.

CANCELLATION: The Resident may, at any time, by vacating the premises, cancel this agreement and be under no future financial obligations to the Community Owner. The Resident shall give the Community Owner at least 90 days advance written notice of his intention to vacate, and shall be current in his financial obligations to the Community Owner as of the cancellation date.

INCREASE IN LOT RENTAL AMOUNT: For calendar year 20\_\_\_\_\_ and subsequent years the monthly base rent will be increased annually. The increase shall be 5%, or the percentage increase in the Consumer Price Index for a 12 month period preceding the notice of lot rental amount increase, whichever is greater, and real estate and other taxes and assessments by a state, or local government, to the Community Owner. Such increases in real estate and other taxes and assessments shall be charged pro rata among all developed lots.

SPECIAL USE FEES: In addition to the base rent the Resident agrees to pay the following:

Late Fees: Lot rental amount payments are due in advance on the first day of the month. Late fees are \$ \_\_\_\_\_ per day starting on the sixth day of the month retroactive to the first day of the month.

Lawn and Home Maintenance: is the resident's responsibility. In the event Resident fails to properly maintain the lawn, yard, or home, the Community Owner currently charges \$ \_\_\_\_\_ per man hour.

Tree Removal and Tree Trimming Fee: \$ \_\_\_\_\_ or the actual costs of tree removal and/or tree trimming.

Returned Check Charge: \$ \_\_\_\_\_

Application Fee: \$\_\_\_\_\_

The special use fees may be increased in accordance with Chapter 723, Florida Statutes, based on increased costs or prevailing economic conditions.

"Pass Through Charges" as defined in Florida Statute 723. "Government and Utility Charges" as defined in the prospectus. THE RESIDENT further agrees to the following:

1. That Resident has had an opportunity to read and will abide by the Rules and Regulations of the Community.
2. This lease and the privileges contained herein are not assignable and said lease is only valid as long as those executing this lease reside upon the premises set forth in this lease.

We have read this Agreement and agree to the terms set herein.

\_\_\_\_\_  
Resident

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

Southport Springs

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



## **RULES AND REGULATIONS FOR SOUTHPORT SPRINGS**

We and the residents of Southport Springs are proud of the reputation we enjoy in the Community. We strive to make our Community a place of beauty where all can live and entertain their guests in comfort, convenience and dignity. Only with the help of all residents and their guests is this possible. These Rules and Regulations are intended to maintain the appearance Standards of the Community for your comfort and that of your guests. These Rules and Regulations will be posted in the office or clubhouse and must be observed by all residents, guests, and family members or invitees. Your adherence to our Rules and Regulations is therefore vital. Thank you for your help and cooperation.

### **Definitions**

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

"Community" - means "mobile home park" as defined in section 723.003(12), Florida Statutes.

"Community Owner" - means "park owner" as defined in section 723.003(13), Florida Statutes.

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

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

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

"Proportionate Share" - is a term related to charges arising from a governmentally mandated capital improvement associated with the Community. It means the amount calculated by dividing equally among the affected developed lots in the Community the total costs for the necessary and actual direct costs and impact or hookup fees incurred for such governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Community.

1. All persons desiring to live in Southport Springs must appear at our office, file an application and have approval from Management before moving in.

### **2. Residency**

2.1 An application for residency, and background check must be completed and approved, a copy of the Rules and Regulations delivered, and a Rental Agreement signed, prior to: (i) residing in a home within the Community; or (ii) arrival of the resident's home in the Community.

2.2 Community Management reserves the right to: (i) refuse residency to anyone who purchases or otherwise receives title to a home unless approved pursuant to paragraph 2.1; (ii) refuse to accept further lot rental amount payments and terminate the Rental Agreement of anyone who, after proper notice pursuant to section 723.061, Florida Statutes, fails to comply with these Rules and Regulations (see rule re: Enforcement and Eviction, for further information); and (iii) refuse residency to any applicant for any reason not prohibited by law.

2.3 The principal resident (hereafter "Resident" or "Home owner") of each manufactured home in the Community must be its legal owner. Residents may own no more than a maximum of two (2) homes in the Community. Except for Guest(s) whose stay may not exceed thirty (30) cumulative days per calendar year, each



additional occupant of the home must be approved for residency by the Manager and will be requested to acknowledge receipt of a copy of the Rules and Regulations and the Rental Agreement prior to occupying the home. Any increase in the number; or, exchange or substitution of persons in a home must have the Manager's prior written approval. Any failure to comply with this Rule may subject the Resident and the unauthorized occupant to legal action, including possible eviction pursuant to section 723.061, Florida Statutes.

2.4 Residents have the right to sell their homes within the Community. A prospective purchaser must, however, meet all the Community Owner's reasonable requirements for new residents prior to final approval for tenancy/occupancy; or, the prospective purchaser may possibly be evicted from the Community (see rule re: Eviction). Such approval will not be unreasonably withheld. Residents are advised the Community has a lien against the home under section 713.77, Florida Statutes, for any unpaid lot rental amount.

2.5 No subleasing is allowed without specific written consent by management. Any subleasing without Community Owner's consent shall be void, and shall constitute a default by Home Owner under these Rules and Regulations. No sublease, nor occupancy by or through a rental/purchase option or such other similar lease of the lot by anyone other than Community Owner is authorized. Notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels Community Owner to do so, and Community Owner in its sole discretion may refuse to allow subleasing at any time. Any potential or prospective sublessee(s) must fill out and pass a resident screening and background check and pay any fees associated with same. Any proposed sublessees or renters who attempt to move into the Community prior to completion and approval of a satisfactory criminal background check may be subject to immediate eviction pursuant to section 723.061(e), Florida Statutes. The subleasing application will not be deemed completed until the application is completely filled out and the application fee has been paid to Community Management. All subleases must be for a minimum term of at least three (3) months, and Home Owners who sublease their home(s) in the Community are limited to a maximum of two (2) subleases per year. Home Owners are entirely responsible for any and all applicable state and local taxes related to the subleasing of their homes in the Community. Community Owner may lease any Community-owned home in the Community. No such subleasing, occupancy or collection of lot rental amount by Community Owner shall be deemed a waiver of this provision, or of the acceptance of the sublessee or occupant as a resident, or as a release of Home Owner from further performance by Home Owner of the provisions of these Rules and Regulations. The consent by Community Owner to a subleasing shall not relieve Home Owner from obtaining written consent from Community Owner for any subsequent subleasing. "Subleasing" is defined as the occupancy of a manufactured home by anyone other than the approved occupants while the approved occupants are not present or by guests whose stay exceeds that set forth in these Rules and Regulations.

### **3. Older Persons Community/Occupancy**

3.1 In accordance with the Federal Fair Housing for Older Persons Act of 1995, and the Florida Fair Housing Act, (collectively "the Act") this Community is intended and operated as "housing for older persons." Under the Act, those persons age 55 and over are defined as "older persons". The Community complies with the Act and is intended to be reserved for residents age 55 and over, with certain exceptions as allowed by the Act. All prospective residents will be screened for admission to the Community under this Rule, and the lot or home must be permanently occupied by at least one person who is 55 years of age or older as of the date of occupancy. No applications will be accepted without proof of age such as: valid driver's license, birth certificate or passport. Minimum age for all residents is 45. Under the Act, Management may, in its sole discretion, make certain exceptions to this rule. In accordance with the Act, the Community Owner will permit up to 20% of the occupied lots/homes to be occupied where no resident/occupant is 55 or older. If that limit is reached, however, all subsequent applications for occupancy will be strictly limited to maintain the Community's status as Housing for Older Persons. To maintain the Community's compliance with the Act, all current and prospective residents must promptly and accurately respond to Community's request(s) for written verification of occupants' age(s).

3.2 This Community is an Equal Housing Opportunity provider and complies with the Florida and Federal Fair Housing Act(s). The Community will not refuse to rent or otherwise make unavailable any dwelling or RV/manufactured home lot to any person because of race, color, national origin, sex, handicap, or religion.

3.3 The Community Owner further states that it will permit reasonable modifications of existing homes to be occupied by any handicapped person if such modifications are made at the expense of the handicapped



person, and necessary to afford the handicapped individual full enjoyment of the premises. Additionally, the Community Owner will make reasonable accommodations in rules necessary to allow any handicapped persons the equal opportunity to use and enjoy dwellings within this Community.

3.4 All applicants are required to pay a non-refundable background fee and complete an application for residency. Only homes occupied by persons who have applied and been approved by the Community Management are permitted. As a condition of final approval for occupancy in the Community, all residents are required to provide Management with proof of ownership (by providing Management with copy of official Florida certificate of title or registration) within 30 days of occupancy.

3.5 In accordance with HUD policy guidance, the total number of persons occupying any manufactured home shall not exceed 2 persons per bedroom.

3.6 As required under section 320.0815, Florida Statutes, all mobile home owners must maintain a current state registration decal/sticker visible on the front window of their manufactured home. Also, a copy of the manufactured home's current registration must be furnished to Community Management by the manufactured home owner upon renewal or request of Management.

3.7 Heirs and/or beneficiaries of a deceased manufactured home owner are not considered purchasers for the purposes of assuming the remainder of a deceased manufactured home owner's tenancy. All heirs and/or beneficiaries must be approved by the Community prior to taking occupancy of the subject manufactured home.

3.8 All manufactured home owners in the Community must furnish Community Management with the name, address and telephone number of the existing first lienholder, if any, of their manufactured home. Thereafter, this information must be updated annually with Community Management. In any event, homeowners must notify Community Management immediately when their first liens have been satisfied/paid off.

#### **4. Guests**

4.1 All persons who are not specifically named in the Rental Agreement are considered guests. A guest whose stay exceeds fifteen (15) consecutive days or thirty (30) cumulative days per year will be required to submit to a residency screening and pay all associated fees.

4.2 Guests, including children, are entirely the responsibility of their resident hosts and must comply with Community Regulations. Overnight guests must be registered with the office by their resident host and must have a pass to use the facilities. Guests who are unruly or who create disturbances must leave. The Community facilities are primarily for the use and enjoyment of the residents. When conditions permit, guests will be allowed to use the Community facilities, however, guests under the age of eighteen (18) must be accompanied by the resident host at all times.

#### **5. Pets**

5.1 Residents may have two (2) registered "domesticated" pets per household with Management's approval. All pets must be registered with Management by providing a photo of the pet(s) and all shot records before entering the home. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, Staffordshire Terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas, certain bulldog breeds (including pitbulls), wolf breeds and chows as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance] are not permitted in the Community due to their size and/or aggressive natures. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.

5.2 Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of pet privileges and/or eviction pursuant to section 723.061, Florida Statutes.

5.3 Pets are specifically prohibited from the office, from other Community or recreation buildings or facilities, or other Residents' lots.



5.4 Where required, a current rabies tag must be worn by the pet. Home Owner must have proof that their pets have had all required and updated vaccinations.

5.5 Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to, lunging, growling, biting and/or barking at Residents or other pets.

5.6 Residents are required to clean up their pet's defecation on their site and while walking their pet in designated walking areas. Residents may not walk their pets on other Residents' lots, vacant lots, or the golf course.

5.7 When outside, all pets must be kept on a hand-held leash.

5.8 Pets may not be tied up and left outdoors.

5.9 Management may require removal of pets that cause excessive noise or disturb other Residents.

5.10 "Beware of Dog" signs are not permitted.

5.11 Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the Community.

5.12 Legitimate assistance animals may be accommodated with proof of disability (as defined by the law) and written verification from a health care provider. The Community Manager can provide you with the Service Animal policy and required forms.

5.13 Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees of Community Owner or by a Community resident or guest of a resident.

6. Peddling, soliciting, or operating any commercial enterprise is not permitted in the Community. A commercial enterprise is defined as any child care or babysitting service for a fee; or, any activity which: (i) is required to be licensed by local or state law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the home; (iv) includes door-to-door canvassing of Community residents for commercial purposes; or (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its residents.

7. Excessive noise (anything in excess of 55 decibels) is prohibited, especially before 7:00 a.m. and after 10:00 p.m. Keep radios and TV turned softly. Please be considerate of your neighbors. Conduct which disturbs the peace and tranquility of others such as excessive noise, loud parties and abusive language is not permitted in the Community. Yelling, screaming, and use of profanity outside the home, or inside the home if audible outside, are never permitted in the Community.

8. The recreational and common facilities of the Community are provided for your enjoyment. We ask that you treat them with the same care given your own property. Equipment and furniture are not to be removed from any of the recreational and common facilities. Use of the fitness center and fire pit in particular pose certain inherent risks, and thus are provided to residents for use at the residents' own risk. Any persons using the fitness center are required to complete and sign a fitness center agreement with Community Management prior to using the fitness center. Please exercise proper care and judgment prior to and while using any of the recreational and common facilities.

For safety purposes, children and any other persons requiring supervision must be accompanied by a person age 18 or older while using the swimming pool. Community Management will not be held responsible for any injury or damages to person or property resulting from misuse of the recreational facilities or the swimming pool.



The times and manner of use of all of the Community's recreational and common facilities are subject to the control and discretion of Community Management. Use of the facilities for Community-sponsored events or by groups has priority over use by individuals. All events must be scheduled in advance with Community Management. Any residents wishing to reserve one or more of the facilities must contact Community Management as early as possible and complete a reservation form (user fee agreement) and pay a deposit along with same in order to be given a place on the reservation/priority list for facility use. Community Management maintains the facility reservation list and retains the authority to make any decisions regarding such reservation and requested events in Management's complete and sole discretion.

9. The Community speed limit for all vehicles (including golf carts) is fifteen (15) miles per hour. Traffic regulations must be observed. We ask that you consider all cross streets as "STOP STREETS."

10. Garbage and trash cans are to be kept out of sight, except on pickup days only. Garbage, bottles, cans, papers, etc., will be picked up by the waste disposal service provider. All garbage should be placed in proper trash bins. Palm fronds, shrub prunings, grass, etc., will be picked up by the waste disposal service. Grass and small clippings must be in a container or proper paper waste bag. Trash must be in a can and cannot be placed curbside prior to 6:00 p.m. the night before pickup.

11. Parking is permitted in driveways only. Parking on grass is not permitted. Overnight guests must be registered at the Community office and may park at the clubhouse parking lot on a limited basis (*and* after obtaining the required parking permit for same from Community Management) if their vehicle will not fit in their resident host's driveway.

12. The Home Owner is responsible for the overall appearance of the homesite. It shall be kept orderly, neat, clean and free of litter. Trimming, watering, weeding and care of the shrubs and trees is the responsibility of the Home Owner. When this is not done, the Management reserves the right to have it done and charge the Home Owner for the service. Additional landscaping and shrubs may be planted with the Community Owner's prior written approval of the type and location. Once planted, all growth becomes Community property.

12.1 Alterations/Additions: Residents are encouraged to upgrade their Manufactured homes. To ensure that individual actions are aesthetically compatible with other homes in the Community and in accordance with Community standards, all improvements, additions, and alterations, including replacement of existing carports, screened-in area, awnings and utility buildings, must be approved in writing by the Manager prior to commencement of work. Enclosed carports, expanding concrete driveways, and expanding concrete sidewalks are prohibited, unless written approval is otherwise given by the Community's Regional Manager. Each resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community Standards, county building and zoning codes, and other restrictions of record. For additional information on Community Standards, please see "Improvements to be Installed by New Residents".

12.2 Maintenance: All homes, carports, sheds, garages, screen enclosures or any other items on a lot, must be maintained in a clean and orderly manner. Damaged areas or poorly painted areas of the home and accessory buildings must be repaired or repainted. The Manager reserves the right to require repairs, repainting or other maintenance that is needed to maintain Community Standards. As the appearance of the manufactured home ages, or the home is damaged or otherwise altered, in order to comply with local housing or health code requirements; or, if deemed necessary by the Manager, the manufactured home shall be repaired, cleaned or maintained as necessary to bring it to the state of cleanliness and repair of a well-maintained home. While homes may not be required to be brought to an overall "as new" condition, repairs and maintenance may be required to repair or replace damaged, dilapidated or discolored components of the home visible from the street or from an adjacent home. Such repairs or maintenance may include, but not be limited to, pressure washing, resurfacing, re-siding, re-painting, re-roofing, or similar modifications/repairs.

12.3 Windows and Openings: No aluminum foil, sheets, towels, blankets or similar materials (other than window blinds, vertical blinds, mini-blinds or drapes) may be placed in windows or doors. The use of tinted mylar film in brown or gray tint is acceptable. All window treatments in homes and all blinds, including in screen enclosures and vinyl windows, must be maintained in good condition. To protect the safety of all residents, no modifications may



be made to windows or any other part of the exterior of the home without first: (1) providing written certification from a licensed engineer, or, the original manufacturer of the home that the proposed modification/alteration will not affect the structural safety of the home during storms; and, (2) receiving the prior written approval of the Community Owner.

12.4 Screened Areas: All screened rooms/enclosures must be maintained in good condition. Changes from the original material and color of a screened area must be approved by the Manager prior to installation.

12.5 Exterior Surfaces: The exterior surfaces of the manufactured home including the eaves and trim shall be kept free of mildew or discoloration. Peeling, fading, or damaged exterior surfaces must be restored, cleaned or repaired as needed to make the unit appear attractive and well-maintained.

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

12.6 Outdoor Signage and Flags: One "For Sale" sign, no larger than 12 inches by 18 inches, is allowed in the yard. Resident may not post "Beware of Dog" or "No Trespassing" type signs at the residential lot or on the home or in the windows of the home. Banners of any kind are prohibited. Residents may display one portable, removable United States flag or official flag of the State of Florida, not larger than 4½ feet by 6 feet, in a respectful manner in or on their home. Residents may also display one portable, removable official flag, not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, Coast Guard, POW-MIA flag, a flag representing a professional, collegiate, or high school sports team, or a holiday/seasonal flag in a respectful manner in or on their home. No other flags or signs may be displayed on the home or in the yard. Written approval of Management is required prior to displaying any flag on the home or lot.

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

**13. Improvements to be Installed by New Residents** - Residents who commence occupancy in the Community, whether by purchase or other transfer of title of an existing home or by installing a home, must meet the following Community Standards, as well as any additional required improvements set forth in the prospectus, together with applicable requirements for "Existing Manufactured Homes." The Manager is in the continual process of upgrading the manufactured home Community and reserves the right to require New Residents to upgrade to Community Standards in effect at the time of entrance. Requirements may be waived or modified by the Manager due to space limitation; design considerations, or such other reasons as may be sufficient in the sole discretion of the Manager. All plans must be approved by the Manager, in writing, prior to commencement of work and all necessary permits obtained and displayed. All work must be completed within thirty (30) days of occupancy.

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

14. The cost of repair of stoppage of sewer lines or damage to utilities or damage to facilities or buildings caused by the lessee, their dependents or guests will be charged to the Home Owner.

15. All motorcycles, motorbikes, motor scooters, mopeds, etc., must be properly muffled with engine and exhaust noise kept to a minimum. Engines shall not be "raced", "gunned", or "revved" in a manner, or at a time, which will disturb the peace and quiet of the Community. Residents shall be held responsible for their guest(s)' actions. Pedestrians, golf carts and bicycles have the right-of-way. Golf cart operators must be at least 16 years of age or older and be able to provide proof of age.



16. **Vehicle Repairs:** No major vehicle repairs of any kind are allowed in the Community. Minor vehicle repairs may be performed, but only after prior written approval of Community Management is first obtained.

17. **Antennas and Satellite Dishes:** Cable television is available in the Community. Any antennas or sending and receiving apparatus shall be attached to the manufactured home or manufactured home site. Any equipment that interferes with neighboring reception is prohibited.

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

18. Under section 723.025, Florida Statutes, Community Management reserves the right of access onto all lots at all reasonable times for the purpose of utility repair and replacement, and protection of the Community.

19. Lot rental amount must be paid in full by the first day of the month. The lot rental amount is based on two occupants per manufactured home. For each additional person there is a charge allowed under the prospectus. A daily late fee will be charged, retroactive to the first of the month, on all lot rental amount payments which are received after the 5th of each month.

20. If the Home Owner shall fail to pay the lot rental amount specified at the time and manner stated in full, or fail to keep and perform any of the other conditions or agreements of its/their Lease the Community Owner may, at its option, terminate the Home Owner's Lease and all rights of the Home Owner pursuant to section 723.061, Florida Statutes, at which time the Home Owner agrees to vacate the premises. If the Home Owner fails to voluntarily vacate the premises after termination, the Community Owner may bring an action for possession in the appropriate court and the Home Owner agrees to pay all costs, expenses and reasonable attorneys fees which shall be incurred or expended by the Home Owner. A lien will be placed against the manufactured home for all unpaid bills due to the Community Owner.

## **21. Eviction**

A mobile home owner, a mobile home tenant, a mobile home occupant, or a mobile home itself may be evicted from this Community only on one (1) or more of the grounds listed in section 723.061, Florida Statutes, as existing on the effective date of this rule; or, as later amended. The grounds applicable on the effective date of this rule are summarized below:

- a. Nonpayment of Lot Rental Amount.
- b. Conviction of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety or welfare of other residents of the Community.
- c. Violation of a Community Rule or Regulation, the Rental Agreement, or the provisions of Chapter 723, Florida Statutes.
- d. Change in Land Use. Change in the use of the land comprising the mobile home park or the portion thereof from which one (1) or more mobile home(s) are to be removed.



e. Failure to be qualified as a resident. Failure of a purchaser, prospective tenant, or occupant of a mobile home situated in the mobile home park to be qualified as, and to obtain approval to become a tenant or occupant of the home.

22. The Home Owner is responsible for payment of THE ANNUAL FIRE DISTRICT ASSESSMENT of his or her home and any charges for necessary maintenance to the manufactured home lot, the manufactured home itself, and any attachments or improvements to same during TENANT'S absence in order to keep homesite respectable in appearance.

**23. Conduct/Dangerous Instrumentalities/Respecting Rights of Others:**

23.1 The display or use of dangerous instrumentalities outside the home, including but not limited to: guns, BB guns, air guns, knives, sling shots, or bows and arrows is not permitted in the Community. Furthermore, the actual use or threat(s) to use any dangerous instrumentalities inside or outside the home and the hurling of rocks, knives, eggs, sticks, and any other missiles is strictly forbidden and may be grounds for eviction for a first violation under section 723.061(1)(c)(1), Florida Statutes. Fireworks are also strictly forbidden.

23.2 Residents and their guests must behave responsibly towards others and may not create disturbances or excessive noise. "Excessive noise" means any noise audible outside the home likely or actually disturbing the rights of other residents. Further, residents may not act in a manner that threatens the health, safety, or right to peaceful enjoyment of the Community by other residents. Nor may residents threaten the health or safety of Community employees or contractors.

**23.3 Drug/Crime-Free Community.**

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

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

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

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

(5) Home Owners, members of Home Owner's household, Home Owner's guests or other persons under Home Owner's control or on the premises with Home Owner's permission or consent, shall not engage in any illegal activity, including prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the community), battery, including but not limited to the unlawful discharge of firearms on or near the leased premises, or any breach of the lot rental agreement that jeopardizes the health, safety or welfare of the Community Owner, his agent(s), or other residents, or involving imminent or actual personal injury or serious property damage.

(6) A SINGLE VIOLATION OF THIS RULE SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LOT RENTAL AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY AND MAY RESULT IN EVICTION PURSUANT TO SECTION 723.061,



FLORIDA STATUTES. In applying this rule, proof of violation shall not require a criminal conviction, only a mere preponderance of the evidence.

23.4 Outside Burning. Except for small bar-b-que grills or above ground fire bowls, no outside burning is permitted anywhere in the Community.

## **24. Removal of Manufactured Home.**

24.1 Requirements to Move Home. Residents are hereby advised the Community Owner may, under Florida law, recover unpaid lot rental amount for the balance of the current lease term as to any manufactured home which is moved and the lot vacated prior to the end of the current lease term. In the event Home Owner intends to move his or her manufactured home from the Community, he/she must give written notice to Community Management of that intent at least thirty (30) days prior to the moving date. Movement of homes from the Community must be made only on business days (non-weekends or holidays) between 8:00 a.m. and 5:00 p.m. so Community Management may have an inspector/representative present. Only transporters of manufactured homes, properly authorized by authorized by governing authorities, are permitted to move homes into or out of the Community. Such transporters must provide Community's Management with a certificate of insurance in the amount of one-million dollars (\$1,000,000) to ensure against personal injury and/or damage to Community property. Also, the transporter must post a cash bond in the amount of the total lot rental amount due for the remainder of the current lease term, plus \$5,000 in attorneys fees and costs to protect the Community Owner if it must seek to execute on the cash bond. Prior written permission from the Community Owner must be obtained before a manufactured home may be moved either into or out of the Community. In addition, all lot rental amount owed through the end of the current lease term must be paid in full at the Community office before a home is moved from the Community; or and, the Community Owner may, at its option, also seek to recover any remaining unpaid amounts, if any, pursuant to Florida law.

24.2 Restoring Lot. Any Home Owner who removes their home is responsible for removal of all trash, steps, and other discarded materials related to their tenancy, including items required by the prospectus and/or rental agreement, and those voluntarily added later by a Home Owner. Examples include, but are not limited to: steps, sheds, planters, patios, manufactured home anchors and footers, carports and related appurtenances. All utilities interconnections (i.e., electric pedestal, water and sewer lines) must be safely capped and left in undamaged condition. After home removal by a transporter, the lot must have all damage repaired, and be left in a clean and neat fashion; graded; re-sodded and/or re-leveled if necessary, based upon damage done to the lot in installation or home removal, and consistent with the overall appearance of the other lots in the Community. Any expenses incurred by Management in restoring the lot to a well-maintained condition will be charged to the cash bond from the transporter.

24.3 Secured Party Removal. Community assumes no responsibility in the event that a dealer, bank or other secured party should opt to remove the manufactured home of a Home Owner from the Community, except for Management's failure to perform a duty or negligent performance of a duty actually required by law.

24.4 Claims by Community Management. Any claims made under this rule will entitle the Community to assert a claim against either the Home Owner or the transporter for damages to the property. Additionally, claims for lot rental amount due for the remaining balance of the rental term, plus prevailing party attorneys' fees, may be filed against the Home Owner under section 723.068, Florida Statutes, whenever the Community is not fully reimbursed for any unpaid lot rental amount arising from such home removal.

## **25. Fitness (Wellness) Center Rules**

25.1 Residents must sign the Fitness Center Agreement and Waiver and Release of Claims Form prior to using the Fitness Center. Copies of the Agreement and Waiver Form are available by contacting Community Management.

25.2 The Fitness Center is open exclusively for the use of Community residents. Guests are not permitted to use the Fitness Center.



25.3 Although the Fitness Center is a casual atmosphere, participants are expected to wear appropriate clothing. Shoes must be worn at all times.

25.4 Clear beverages may be brought into the Fitness Center if enclosed in a covered, plastic container. Food is not permitted in the fitness center.

25.5 Equipment must be wiped with equipment wipes after each use.

25.6 Return all weights to the racks.

25.7 When others are waiting, please observe a 30-minute maximum on bikes, ellipticals, treadmills, and the like.

25.8 Community Owner and any of its agents, employees, management, etc. are not responsible for lost or stolen items.

25.9 Participants should familiarize themselves with equipment operating procedures and ensure the equipment is in good working order, to help ensure safe operations.

25.10 The Community Owner strongly recommends you have a thorough physical examination from a doctor before using the Fitness Center or beginning any activity program offered by the Fitness Center.

26. Home Owners are responsible for obtaining and maintaining liability insurance; homeowners' insurance; flood insurance; and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the mobile home within this Community, or from occupancy of such home while it is in the Community. Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a Home Owner's lot or within a Home Owner's home, or for reimbursement to the Home Owner for the loss of the home or personal property. Violation of this rule shall not be grounds for eviction under Chapter 723, Florida Statutes, of any Home Owner in the Community as of the effective date of this rule. However, a Home Owner who purchases an existing home in the Community or otherwise establishes a new tenancy after the effective date of this rule shall be subject to eviction pursuant to section 723.061, Florida Statutes, for failure to comply with this rule in its entirety.

27. Drones: For purposes of this rule a drone is a powered, unmanned, aerial vehicle that (1) uses aerodynamic forces to provide vehicle lift; (2) can fly autonomously or be piloted remotely; and (3) is designed to be recoverable, and is also referred to as an "unmanned aerial vehicle" or an "unmanned aircraft system." Residents are prohibited from flying or using drones in the Community. The Community Owner, however, may operate drones in the Community from time to time for marketing purposes. The Community Owner will provide notice to the Residents prior to operating any drones in the Community.

28. Electric motor vehicles (defined as a vehicles requiring registration with the Florida Department of Highway Safety and Motor Vehicles) are permitted within the Community, provided that any such vehicle shall only be charged while parked within the garage or carport contained within or as part of the home.

29. INCORPORATION WITH RENTAL AGREEMENT: THESE RULES AND REGULATIONS HAVE BEEN INCORPORATED BY REFERENCE INTO THE RENTAL AGREEMENT, APPLICANT/RESIDENT ACKNOWLEDGES BY SIGNING THAT HE/SHE/THEY HAVE RECEIVED A COPY OF THESE RULES AND REGULATIONS ON DATE SHOWN BELOW.

**THE FOLLOWING IS AN OPTIONAL CONFIRMATION WHEREBY EACH RESIDENT ACKNOWLEDGES HAVING BEEN GIVEN AN OPPORTUNITY TO READ ALL THE ABOVE COMMUNITY RULES AND REGULATIONS, AGREES TO COMPLY WITH EACH, and is in full agreement with these Community Rules and Regulations being an integral part of the Application for Residency and Rental Agreement between Resident and Community Owner. Resident acknowledges that violations, infractions, breach, or default of these Community Rules**



and Regulations will be grounds for termination of Resident's Rental Agreement and eviction from the Community pursuant to Section 723.061, Florida Statutes.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
FIRST RESIDENT SIGNATURE

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
SECOND RESIDENT SIGNATURE

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
THIRD RESIDENT SIGNATURE

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
FOURTH RESIDENT SIGNATURE

\_\_\_\_/\_\_\_\_/\_\_\_\_

BY EXECUTION HEREOF, THE BELOW SIGNED REPRESENTATIVE OF COMMUNITY OWNER CONFIRMS THAT RESIDENT(S) REFUSED TO SIGN THE ABOVE CONFIRMATION REGARDING THESE RULES AND REGULATIONS NOTWITHSTANDING THE FACT THAT A COPY OF THE RULES AND REGULATIONS WAS DELIVERED TO THEM ON \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
COMMUNITY MANAGER

\_\_\_\_/\_\_\_\_/\_\_\_\_

EXHIBIT "D"

SOUTHPORT SPRINGS  
COVENANTS AND RESTRICTIONS

The covenants and restrictions applicable to this Community are attached as follows:



## DECLARATION OF RESTRICTIONS TO SOUTHPORT SPRINGS

This Declaration of Restriction is made this 16 day of March, 2023, (the "Declaration"), by Southport Springs Park, LLC, the owner of the property described herein (hereinafter "Owner"), which is a mobile home community known as Southport Springs (hereinafter the "Community") located in Pasco County, Florida.

WHEREAS, Owner is a provider of housing for older persons age 55 and older under the fair housing laws of the United States and the State of Florida;

WHEREAS, Owner desires that Southport Springs shall continue to be operated as a qualified age 55 and older community under fair housing laws, through the imposition of certain covenants and prohibitions;

WHEREAS, Pasco County acknowledges the right of Southport Springs to exemption from school impact fees but wishes to be able to ensure the continued right of Southport Springs to that exemption;

NOW, THEREFORE, Owner declares that the certain sites leased to mobile home owners in Southport Springs be and are hereby made subject to the following restrictive covenant, and that all of the land comprising the Community, whether or not currently improved, shall be held, sold and conveyed subject to the following restrictive covenant, as more fully stated below:

See Legal Description attached hereto as "Exhibit A."

### ARTICLE I: FIFTY-FIVE AND OLDER COMMUNITY

Section 1. Southport Springs is intended and operated for occupancy by persons 55 years of age and older. As such, Southport Springs shall adhere to the requirements of the Housing for Older Persons Act of 1995. Consequently, at least 80 percent of the occupied units must be occupied by at least one person who is 55 years of age or older as of the date of occupancy and any other occupant must be 45 years of age or older.

Section 2. At the time of application for initial occupancy, or upon demand of Community Management, all prospective residents and all existing residents shall be required to produce for inspection and copying, the following age verification documentation: driver's license; birth certificate; passport; immigration card; military identification; other valid local, state, national or international documents containing a birth date of comparable reliability or a certification in a lease, rental agreement, application, affidavit or other document signed by any member of a household age 18 or older asserting that at least one person in the unit is 55 years of age or older.

Section 3. On January 1<sup>st</sup> of each even numbered year, all existing residents shall be required to provide the names and ages of all current occupants of the unit, in writing, to Community Management.

Section 4. In no event shall any person under the age of 22 reside within any dwelling unit as a permanent resident in the Community.

Section 5. Pasco County is a party to this Declaration and may enforce any violation by Southport Springs of the terms thereof by denial of further school impact fee exemption and by recovery of the full amount of any school impact fees which should have been paid during the period of violation.

ARTICLE II: DURATION

Section 1. This restriction shall remain in full force and effect until the point in time when the property is no longer used and operated as a mobile home park.

EXECUTED this 16 day of March, 2023.

SOUTHPORT SPRINGS PARK, LLC

By: [Signature]  
Authorized Representative

COUNTY OF Polk  
STATE OF Florida

Sworn and subscribed to before me this 16<sup>th</sup> day of March, 2023, by  
Phil Bernhauser, who did take an oath and is either personally known to  
me or produced Personally Known as identification, ID  
Number N/A

Sheila L. Mills  
NOTARY PUBLIC  
Notary Public State of Florida  
Sheila L. Mills  
My Commission GG 355854  
Expires 07/18/2023  
Print Name of Notary Public



OR BK 9170 PG 790  
4 OF 12EXHIBIT A  
Legal Description of PropertyPROPERTY APPRAISER PARCELS:

#17-26-21-0000-00200-0010  
 #17-26-21-0000-00200-0020  
 #17-26-21-0000-00200-0030  
 #20-26-21-0000-00700-0120  
 #20-26-21-0000-00700-0130  
 #20-26-21-0000-00700-0140

THE GOLF COURSE PARCEL CONSISTS OF THE FOLLOWING, AS DESCRIBED BELOW:

PARCEL "A" (LESS AND EXCEPT OUTPARCEL #1, OUTPARCEL #2, AND OUTPARCEL #3);

PARCEL "B"

PARCEL "C"

LESS AND EXCEPT FROM THE ABOVE, PARCEL 1, PARCEL 2, AND PARCEL 3

GOLF COURSE "PARCEL A"

THAT PORTION OF SECTIONS 17 AND 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, PASCO COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20 AND RUN THENCE NORTH 00°31'44" WEST, A DISTANCE OF 80.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89°27'46" WEST, A DISTANCE OF 666.10 FEET; THENCE NORTH 00°28'26" WEST, A DISTANCE OF 22.78 FEET; THENCE NORTH 89°27'46" EAST, A DISTANCE OF 300.96 FEET; THENCE NORTH 54°01'34" EAST, A DISTANCE OF 106.31 FEET; THENCE NORTH 09°37'09" EAST, A DISTANCE OF 281.84 FEET; THENCE NORTH 23°02'55" EAST, A DISTANCE OF 187.37 FEET; THENCE NORTH 36°42'15" EAST, A DISTANCE OF 125.00 FEET; THENCE NORTH 53°17'43" WEST, A DISTANCE OF 8.80 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 28°12'54", AN ARC OF 103.41 FEET, AND A CHORD BEARING WHICH BEARS NORTH 67°24'12" WEST, A DISTANCE OF 102.37 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 83°45'55", AN ARC OF 29.07 FEET, AND A CHORD WHICH BEARS NORTH 77°07'42" WEST, A DISTANCE OF 29.04 FEET; THENCE NORTH 72°44'44" WEST, A DISTANCE OF 20.87 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 12°27'28", AN ARC OF 45.66 FEET, AND A CHORD WHICH BEARS NORTH 33°44'00" WEST, A DISTANCE OF 45.57 FEET; THENCE NORTH 39°44'01" WEST, A DISTANCE OF 39.57 FEET; THENCE NORTH 05°31'09" WEST, A DISTANCE OF 58.19 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 32°57'04", AN ARC DISTANCE OF 169.66 FEET, AND A CHORD WHICH BEARS NORTH 21°50'41" WEST, A DISTANCE OF 167.33 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 45°50'09", AN ARC OF 367.99 FEET, AND A CHORD WHICH BEARS NORTH 61°23'18" WEST, A DISTANCE OF 358.26 FEET; THENCE NORTH 01°24'49" WEST, A DISTANCE OF 555.12 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 10°56'07", AN ARC OF 63.71 FEET, AND A CHORD WHICH BEARS NORTH 06°52'53" WEST, A DISTANCE OF 68.60 FEET; THENCE NORTH 12°20'56" WEST, A DISTANCE OF 953.35 FEET; THENCE NORTH 01°13'58" EAST, A DISTANCE OF 401.18 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE

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OF 05°29'28". AN ARC OF 37.38 FEET, AND A CHORD BEARING WHICH BEARS NORTH 03°38'42" EAST, A DISTANCE OF 37.36 FEET; THENCE NORTH 06°43'26" EAST, A DISTANCE OF 66.09 FEET; THENCE SOUTH 83°16'34" EAST, A DISTANCE OF 286.26 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 54°47'16", AN ARC OF 176.90 FEET, AND A CHORD WHICH BEARS SOUTH 55°52'56" EAST, A DISTANCE OF 170.24 FEET; THENCE SOUTH 28°29'18" EAST, A DISTANCE OF 181.66 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 68°41'20", AN ARC OF 257.75 FEET, AND A CHORD WHICH BEARS SOUTH 62°49'58" EAST, A DISTANCE OF 242.59 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 62°41'28", AN ARC OF 421.25 FEET, AND A CHORD WHICH BEARS SOUTH 65°49'54" EAST, A DISTANCE OF 400.55 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 97°48'00", AN ARC OF 59.74 FEET, AND A CHORD WHICH BEARS SOUTH 14°24'50" WEST, A DISTANCE OF 32.75 FEET; THENCE SOUTH 63°18'50" WEST, A DISTANCE OF 12.57 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 62.50 FEET, A CENTRAL ANGLE OF 79°45'49", AN ARC OF 87.01 FEET, AND A CHORD WHICH BEARS SOUTH 23°25'55" WEST, A DISTANCE OF 80.15 FEET; THENCE SOUTH 13°02'57" EAST, A DISTANCE OF 56.35 FEET; THENCE SOUTH 80°21'04" WEST, A DISTANCE OF 53.97 FEET; THENCE SOUTH 15°28'14" WEST, A DISTANCE OF 96.40 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 13°55'08", AN ARC OF 94.74 FEET, AND A CHORD WHICH BEARS SOUTH 10°14'35" WEST, A DISTANCE OF 94.51 FEET; THENCE SOUTH 17°12'09" WEST, A DISTANCE OF 361.17 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 40°12'47", AN ARC OF 428.13 FEET, AND A CHORD WHICH BEARS SOUTH 02°54'15" EAST, A DISTANCE OF 419.40 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 16°30'51", AN ARC OF 41.79 FEET, AND A CHORD WHICH BEARS SOUTH 31°16'04" EAST, A DISTANCE OF 41.65 FEET; THENCE NORTH 50°28'31" EAST, A DISTANCE OF 85.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 79°20'56", AN ARC OF 83.09 FEET, AND A CHORD WHICH BEARS SOUTH 79°11'57" EAST, A DISTANCE OF 76.61 FEET; THENCE NORTH 61°07'35" EAST, A DISTANCE OF 131.91 FEET; THENCE SOUTH 72°47'51" EAST, A DISTANCE OF 30.37 FEET; THENCE NORTH 17°12'09" EAST, A DISTANCE OF 606.98 FEET; THENCE NORTH 13°42'27" EAST, A DISTANCE OF 167.68 FEET; THENCE NORTH 89°21'28" EAST, A DISTANCE OF 106.05 FEET; THENCE SOUTH 00°38'32" EAST, A DISTANCE OF 116.13 FEET; THENCE NORTH 89°21'28" EAST, A DISTANCE OF 187.48 FEET; THENCE NORTH 66°37'27" EAST, A DISTANCE OF 118.27 FEET; THENCE SOUTH 00°38'32" EAST, A DISTANCE OF 335.78 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 191°12'19", AN ARC OF 450.52 FEET, AND A CHORD WHICH BEARS SOUTH 00°38'32" EAST, A DISTANCE OF 268.71 FEET; THENCE SOUTH 00°38'32" EAST, A DISTANCE OF 37.50 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC OF 212.06 FEET, AND A CHORD WHICH BEARS SOUTH 45°38'32" EAST, A DISTANCE OF 190.92 FEET; THENCE NORTH 89°21'28" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 00°38'32" EAST, A DISTANCE OF 278.00 FEET; THENCE SOUTH 89°21'28" WEST, A DISTANCE OF 148.00 FEET; THENCE NORTH 47°14'26" WEST, A DISTANCE OF 34.77 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 249°07'27", AN ARC OF 565.25 FEET, AND A CHORD WHICH BEARS SOUTH 36°17'24" WEST, A DISTANCE OF 214.11 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 197.50 FEET, A CENTRAL ANGLE OF 40°41'15",



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AN ARC OF 140.25 FEET, AND A CHORD WHICH BEARS SOUTH 70°17'55" EAST, A DISTANCE OF 137.32 FEET; THENCE NORTH 89°21'28" EAST, A DISTANCE OF 173.16 FEET; THENCE SOUTH 00°38'32" EAST, A DISTANCE OF 66.63 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 100°38'42", AN ARC OF 465.50 FEET, AND A CHORD WHICH BEARS SOUTH 49°40'49" WEST, A DISTANCE OF 407.91 FEET; THENCE NORTH 13°20'19" EAST, A DISTANCE OF 51.55 FEET; THENCE NORTH 76°39'41" WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 13°20'19" WEST, A DISTANCE OF 52.00 FEET; THENCE NORTH 76°39'41" WEST, A DISTANCE OF 352.00 FEET; THENCE SOUTH 13°20'19" WEST, A DISTANCE OF 85.00 FEET; THENCE NORTH 76°39'41" WEST, A DISTANCE OF 47.98 FEET; THENCE SOUTH 13°20'19" WEST, A DISTANCE OF 115.00 FEET; THENCE SOUTH 76°39'41" EAST, A DISTANCE OF 22.00 FEET; THENCE SOUTH 13°20'19" WEST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 76°39'41" EAST, A DISTANCE OF 338.00 FEET; THENCE NORTH 13°20'19" EAST, A DISTANCE OF 56.00 FEET; THENCE SOUTH 76°39'41" EAST, A DISTANCE OF 194.56 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 43°45'57", AN ARC OF 355.19 FEET, AND A CHORD WHICH BEARS NORTH 81°27'20" EAST, A DISTANCE OF 346.62 FEET; THENCE SOUTH 00°38'32" EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 89°27'29" EAST, A DISTANCE OF 229.00 FEET; THENCE SOUTH 00°38'32" EAST, A DISTANCE OF 440.38 FEET; THENCE SOUTH 89°27'29" WEST, A DISTANCE OF 1338.71 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM OUT-PARCEL #1, OUT-PARCEL #2, AND OUT-PARCEL #3, DESCRIBED AS FOLLOWS:

OUT-PARCEL #1

THAT PORTION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20, AND RUN THENCE NORTH 00°31'44" WEST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 89°27'46" WEST, A DISTANCE OF 229.05 FEET; THENCE NORTH 00°32'14" WEST, A DISTANCE OF 147.84 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 607.50 FEET, A CENTRAL ANGLE OF 45°37'03", AN ARC DISTANCE OF 483.68 FEET AND A CHORD WHICH BEARS NORTH 22°16'18" EAST, A DISTANCE OF 471.00 FEET; THENCE NORTH 45°04'49" EAST, A DISTANCE OF 378.59 FEET FOR A POINT OF BEGINNING; THENCE NORTH 77°57'27" WEST, A DISTANCE OF 273.11 FEET; THENCE NORTH 74°31'55" WEST, A DISTANCE OF 174.95 FEET; THENCE NORTH 49°44'43" WEST, A DISTANCE OF 282.06 FEET; THENCE NORTH 61°51'11" EAST, A DISTANCE OF 182.82 FEET; THENCE NORTH 75°18'20" EAST, A DISTANCE OF 567.42 FEET; THENCE SOUTH 30°22'30" EAST, A DISTANCE OF 45.24 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 372.50 FEET, A CENTRAL ANGLE OF 75°27'21", AN ARC OF 490.56 FEET, AND A CHORD WHICH BEARS SOUTH 07°21'09" WEST, A DISTANCE OF 455.87 FEET; THENCE SOUTH 45°04'49" WEST, A DISTANCE OF 34.08 FEET TO THE POINT OF BEGINNING.

OUT-PARCEL #2

THAT PORTION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20 AND RUN THENCE NORTH 00°31'44" WEST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 89°27'46" WEST, A DISTANCE OF 174.05 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°27'46" WEST, A DISTANCE OF 492.05 FEET; THENCE NORTH 00°28'26" WEST, A



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DISTANCE OF 22.78 FEET; THENCE NORTH 89°27'46" EAST, A DISTANCE OF 300.96 FEET; THENCE NORTH 34°01'34" EAST, A DISTANCE OF 106.31 FEET; THENCE NORTH 09°37'09" EAST, A DISTANCE OF 281.84 FEET; THENCE NORTH 23°02'55" EAST, A DISTANCE OF 187.37 FEET; THENCE NORTH 36°42'15" EAST, A DISTANCE OF 125.00 FEET; THENCE SOUTH 53°17'39" EAST, A DISTANCE OF 59.31 FEET; THENCE NORTH 45°04'49" EAST, A DISTANCE OF 390.99 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 372.50 FEET, A CENTRAL ANGLE OF 75°27'21", AN ARC OF 490.56 FEET, AND A CHORD WHICH BEARS NORTH 07°21'09" EAST, A DISTANCE OF 455.87 FEET; THENCE NORTH 30°22'30" WEST, A DISTANCE OF 219.71 FEET; THENCE NORTH 61°07'35" EAST, A DISTANCE OF 55.02 FEET; THENCE SOUTH 30°22'32" EAST, A DISTANCE OF 218.27 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 427.50 FEET, A CENTRAL ANGLE OF 75°27'21", AN ARC OF 563.00 FEET, AND A CHORD WHICH BEARS SOUTH 07°21'09" WEST, A DISTANCE OF 523.19 FEET; THENCE SOUTH 45°04'49" WEST, A DISTANCE OF 99.84 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 121°44'30", AN ARC OF 74.37 FEET, AND A CHORD WHICH BEARS SOUTH 15°47'26" EAST, A DISTANCE OF 61.15 FEET; THENCE SOUTH 76°39'41" EAST, A DISTANCE OF 23.78 FEET; THENCE SOUTH 13°20'19" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 76°39'41" WEST, A DISTANCE OF 85.58 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 58°13'52", AN ARC OF 35.57 FEET, AND A CHORD WHICH BEARS SOUTH 74°18'58" WEST, A DISTANCE OF 34.06 FEET; THENCE SOUTH 45°04'49" WEST, A DISTANCE OF 195.32 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 552.50 FEET, A CENTRAL ANGLE OF 45°37'03", AN ARC OF 439.89 FEET, AND A CHORD WHICH BEARS SOUTH 22°16'17" WEST, A DISTANCE OF 428.36 FEET; THENCE SOUTH 00°32'14" EAST, A DISTANCE OF 147.84 FEET TO THE POINT OF BEGINNING.

OUT-PARCEL #3

THAT PORTION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20 AND RUN THENCE NORTH 00°31'44" WEST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 89°27'46" WEST, A DISTANCE OF 174.05 FEET; THENCE NORTH 00°32'14" WEST, A DISTANCE OF 147.84 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 552.50 FEET, A CENTRAL ANGLE OF 45°37'03", AN ARC OF 439.89 FEET, AND A CHORD WHICH BEARS NORTH 22°16'17" EAST, A DISTANCE OF 428.36 FEET; THENCE NORTH 45°04'49" EAST, A DISTANCE OF 412.67 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 427.50 FEET, A CENTRAL ANGLE OF 11°54'06", AN ARC OF 88.80 FEET, AND A CHORD WHICH BEARS NORTH 39°07'46" EAST, A DISTANCE OF 88.64 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 427.50 FEET, A CENTRAL ANGLE OF 28°23'50", AN ARC OF 211.88 FEET, AND A CHORD WHICH BEARS NORTH 18°58'48" EAST, A DISTANCE OF 209.72 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 47°31'35", AN ARC OF 20.74 FEET, AND A CHORD WHICH BEARS SOUTH 58°45'29" EAST, A DISTANCE OF 20.15 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC OF 4.71 FEET, AND A CHORD WHICH BEARS NORTH 53°28'43" EAST, A DISTANCE OF 4.24 FEET; THENCE NORTH 07°28'43" EAST,



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A DISTANCE OF 17.00 FEET; THENCE SOUTH 82°31'17" EAST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 07°28'43" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°26'41" WEST, A DISTANCE OF 24.53 FEET; THENCE SOUTH 25°08'25" WEST, A DISTANCE OF 31.44 FEET; THENCE SOUTH 07°19'35" WEST, A DISTANCE OF 30.69 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 81°34'51", AN ARC OF 7.12 FEET, AND A CHORD WHICH BEARS SOUTH 33°27'51" EAST, A DISTANCE OF 6.53 FEET; THENCE SOUTH 74°15'17" EAST, A DISTANCE OF 15.58 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 557.50 FEET, A CENTRAL ANGLE OF 12°49'06", AN ARC OF 124.73 FEET, AND A CHORD WHICH BEARS SOUTH 22°09'16" WEST, A DISTANCE OF 124.47 FEET; THENCE NORTH 61°26'10" WEST, A DISTANCE OF 14.86 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90°17'22", AN ARC OF 7.88 FEET, AND A CHORD WHICH BEARS SOUTH 73°25'11" WEST, A DISTANCE OF 7.09 FEET; THENCE SOUTH 28°16'32" WEST, A DISTANCE OF 24.98 FEET; THENCE SOUTH 30°28'52" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 59°31'08" WEST, A DISTANCE OF 90.00 FEET; THENCE NORTH 30°28'52" EAST, A DISTANCE OF 17.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC OF 4.71 FEET, AND A CHORD WHICH BEARS NORTH 14°31'08" WEST, A DISTANCE OF 4.24 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 47°31'35", AN ARC OF 20.74 FEET, AND A CHORD WHICH BEARS NORTH 83°16'56" WEST, A DISTANCE OF 20.15 FEET TO THE POINT OF BEGINNING.

#### GOLF COURSE "PARCEL B"

THAT PORTION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17 AND RUN THENCE NORTH 00°06'31" EAST, ALONG THE EAST BOUNDARY OF SAID WEST 1/2 A DISTANCE OF 622.56 FEET; THENCE NORTH 89°53'29" WEST, A DISTANCE OF 214.92 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00°06'50" WEST, A DISTANCE OF 211.13 FEET; THENCE SOUTH 29°26'22" WEST, A DISTANCE OF 95.43 FEET; THENCE SOUTH 89°21'27" WEST, A DISTANCE OF 239.31 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 245.00 FEET, A CENTRAL ANGLE OF 38°14'24", AN ARC OF 163.52 FEET, AND A CHORD WHICH BEARS NORTH 71°31'21" WEST, A DISTANCE OF 160.50 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 255.00 FEET, A CENTRAL ANGLE OF 74°52'02", AN ARC OF 333.20 FEET, AND A CHORD WHICH BEARS NORTH 89°50'09" WEST, A DISTANCE OF 310.00 FEET; THENCE SOUTH 48°54'39" WEST, A DISTANCE OF 301.97 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 22°28'31", AN ARC OF 162.79 FEET, AND A CHORD WHICH BEARS NORTH 66°14'19" WEST, A DISTANCE OF 161.75 FEET; THENCE NORTH 35°12'04" EAST, A DISTANCE OF 588.88 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 71°41'24", AN ARC OF 187.68 FEET, AND A CHORD WHICH BEARS NORTH 71°02'45" EAST, A DISTANCE OF 175.68 FEET; THENCE SOUTH 73°06'33" EAST, A DISTANCE OF 498.13 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 347.50 FEET, A CENTRAL ANGLE OF 16°46'38", AN ARC OF 101.75 FEET, AND A CHORD WHICH BEARS SOUTH 81°29'51" EAST, A DISTANCE OF 101.39 FEET; THENCE SOUTH 89°53'10" EAST, A DISTANCE OF 41.94 FEET TO THE POINT OF BEGINNING.



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GOLF COURSE "PARCEL C"

THAT PORTION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17 AND RUN THENCE NORTH 00°06'31" EAST, ALONG THE WEST BOUNDARY OF SAID WEST 1/2, A DISTANCE OF 1333.75 FEET; THENCE NORTH 86°53'29" WEST, A DISTANCE OF 214.85 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00°06'31" WEST, A DISTANCE OF 124.19 FEET; THENCE NORTH 89°53'09" WEST, A DISTANCE OF 58.00 FEET; THENCE SOUTH 00°06'31" WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 89°53'09" EAST, A DISTANCE OF 58.00 FEET; THENCE SOUTH 00°06'50" WEST, A DISTANCE OF 222.00 FEET; THENCE NORTH 89°53'10" WEST, A DISTANCE OF 41.94 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 152.50 FEET, A CENTRAL ANGLE OF 16°46'38", AN ARC OF 44.66 FEET, AND A CHORD WHICH BEARS NORTH 81°29'51" WEST, A DISTANCE OF 44.50 FEET; THENCE NORTH 73°06'33" WEST, A DISTANCE OF 43.00 FEET; THENCE NORTH 16°53'27" EAST, A DISTANCE OF 58.00 FEET; THENCE NORTH 73°06'33" WEST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 16°53'27" WEST, A DISTANCE OF 58.00 FEET; THENCE NORTH 73°06'33" WEST, A DISTANCE OF 285.13 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 23°54'48", AN ARC OF 143.99 FEET, AND A CHORD WHICH BEARS NORTH 85°03'56" WEST, A DISTANCE OF 142.95 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 88°39'59", AN ARC OF 201.18 FEET, AND A CHORD WHICH BEARS NORTH 42°54'24" WEST, A DISTANCE OF 181.70 FEET; THENCE SOUTH 00°32'50" EAST, A DISTANCE OF 85.41 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 19°11'17", AN ARC OF 15.07 FEET, AND A CHORD WHICH BEARS SOUTH 89°27'10" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00°32'50" WEST, A DISTANCE OF 85.41 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 140°31'12", AN ARC OF 318.83 FEET, AND A CHORD WHICH BEARS SOUTH 15°53'08" WEST, A DISTANCE OF 244.72 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 08°52'24", AN ARC OF 53.43 FEET, AND A CHORD WHICH BEARS SOUTH 39°38'15" WEST, A DISTANCE OF 53.38 FEET; THENCE SOUTH 35°12'03" WEST, A DISTANCE OF 159.51 FEET; THENCE SOUTH 83°51'30" WEST, A DISTANCE OF 361.28 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 147.50 FEET, A CENTRAL ANGLE OF 65°27'12", AN ARC OF 168.50 FEET, AND A CHORD WHICH BEARS SOUTH 51°07'55" WEST, A DISTANCE OF 159.49 FEET; THENCE SOUTH 16°47'27" WEST, A DISTANCE OF 65.73 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 54°47'14", AN ARC OF 205.59 FEET, AND A CHORD WHICH BEARS NORTH 55°52'57" WEST, A DISTANCE OF 197.84 FEET; THENCE NORTH 83°16'34" WEST, A DISTANCE OF 233.21 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°01'06", AN ARC OF 54.98 FEET, AND A CHORD WHICH BEARS NORTH 38°16'01" WEST, A DISTANCE OF 49.50 FEET; THENCE NORTH 06°43'26" EAST, A DISTANCE OF 210.00 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 13°16'16", AN ARC OF 13.90 FEET, AND A CHORD WHICH BEARS NORTH 00°05'18" EAST, A DISTANCE OF 13.87 FEET; THENCE NORTH 83°27'10" EAST, A DISTANCE OF 85.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 145.00 FEET, A CENTRAL ANGLE OF 76°43'44", AN ARC OF 194.18 FEET, AND A CHORD WHICH BEARS NORTH 44°54'42" WEST, A DISTANCE OF 179.99 FEET;



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THENCE NORTH 83°16'34" WEST, A DISTANCE OF 63.47 FEET; THENCE NORTH 01°40'43" EAST, A DISTANCE OF 301.74 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 95°53'10", AN ARC OF 251.03 FEET, AND A CHORD WHICH BEARS NORTH 49°37'18" EAST, A DISTANCE OF 222.74 FEET; THENCE SOUTH 82°27'16" EAST, A DISTANCE OF 522.10 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 08°02'23", AN ARC OF 63.14 FEET, AND A CHORD WHICH BEARS SOUTH 86°28'28" EAST, A DISTANCE OF 63.09 FEET; THENCE NORTH 89°30'21" EAST, A DISTANCE OF 445.27 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 41°31'43", AN ARC OF 108.72 FEET, AND A CHORD WHICH BEARS SOUTH 69°43'46" EAST, A DISTANCE OF 106.36 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 83°03'29", AN ARC OF 289.93 FEET, AND A CHORD WHICH BEARS NORTH 89°30'21" EAST, A DISTANCE OF 265.20 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 41°31'44", AN ARC OF 108.72 FEET, AND A CHORD WHICH BEARS NORTH 68°44'29" EAST, A DISTANCE OF 106.36 FEET; THENCE NORTH 89°30'21" EAST, A DISTANCE OF 119.04 FEET; THENCE SOUTH 00°29'39" EAST, A DISTANCE OF 83.80 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 172°31'57", AN ARC OF 391.46 FEET, AND A CHORD WHICH BEARS SOUTH 86°45'35" EAST, A DISTANCE OF 259.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FROM THE GOLF COURSE PARCEL THE FOLLOWING THREE PARCELS, BEING PARCEL 1, PARCEL 2, AND PARCEL 3 CONVEYED BY ZEPHYR SPRINGS GOLF CLUB, L.P., LTD., TO SOUTHPORT SPRINGS L.P., IN WARRANTY DEED RECORDED ON SEPTEMBER 15, 2005, IN OFFICIAL RECORDS BOOK 6588, PAGE 835, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; SAID PARCEL 1, PARCEL 2, AND PARCEL 3 ARE DESCRIBED AS FOLLOWS:

PARCEL 1: A PARCEL OF LAND LYING WITHIN SECTION 17, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17; THENCE SOUTH 89°43'56" WEST, ALONG THE SOUTH LINE OF SECTION 17, A DISTANCE OF 723.11 FEET; THENCE NORTH, A DISTANCE OF 413.73 FEET FOR A POINT OF BEGINNING; THENCE NORTH 19°29'01" EAST, A DISTANCE OF 20.00 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE SOUTHEASTERLY 86.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 18°07'13", AND A CHORD BEARING AND DISTANCE OF SOUTH 61°27'22" EAST, 85.61 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 150.17 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 38°14'27", AND A CHORD BEARING AND DISTANCE OF SOUTH 71°31'00" EAST, 147.40 FEET; THENCE NORTH 89°21'47" EAST, A DISTANCE OF 260.72 FEET; THENCE SOUTH 00°38'13" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°21'47" WEST, A DISTANCE OF 260.72 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 163.52 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 245.00 FEET, A CENTRAL ANGLE OF 38°14'27", AND A CHORD BEARING AND DISTANCE OF NORTH 71°31'00" WEST, 160.50 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY 30.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 255.00 FEET, A CENTRAL ANGLE



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OF 18°07'13", AND A CHORD BEARING AND DISTANCE OF NORTH 61°27'22" WEST, 80.31 FEET TO THE POINT OF BEGINNING.

PARCEL 2: A PARCEL OF LAND LYING WITHIN SECTION 20, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20; THENCE SOUTH 89°43'56" WEST, ALONG THE NORTH LINE OF SECTION 20, A DISTANCE OF 406.09 FEET; THENCE SOUTH, A DISTANCE OF 349.06 FEET; THENCE SOUTH 00°38'33" EAST, A DISTANCE OF 47.34 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00°38'32" EAST, A DISTANCE OF 240.00 FEET; THENCE SOUTH 89°21'28" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 00°38'32" WEST, A DISTANCE OF 240.00 FEET; THENCE NORTH 89°21'28" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3: A PARCEL OF LAND LYING WITHIN SECTION 20, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20; THENCE SOUTH 89°43'56" WEST, ALONG THE NORTH LINE OF SECTION 20, A DISTANCE OF 809.48 FEET; THENCE SOUTH, A DISTANCE OF 281.26 FEET; THENCE SOUTH 13°42'27" WEST, A DISTANCE OF 42.95 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 76°17'33" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 13°42'27" WEST, A DISTANCE OF 125.03 FEET; THENCE SOUTH 17°12'09" WEST, A DISTANCE OF 607.29 FEET; THENCE NORTH 72°47'51" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 17°12'09" EAST, A DISTANCE OF 606.98 FEET; THENCE NORTH 13°42'27" EAST, A DISTANCE OF 124.73 FEET TO THE POINT OF BEGINNING.



## Exhibit E - User Fee Agreement

### I. Name and Address of Community

The name and address of the Community is:

Southport Springs  
3737 Southport Springs Parkway  
Zephyrhills, Florida 33541

### II. Receipt of Notices and Demands

The name and address of the person authorized to receive notices and demands on the Community Owner's behalf is:

Chief Operating Officer  
Sun Communities, Inc.  
27777 Franklin Road, Suite 300  
Southfield, MI 48034

### III. Community Property Description

The following is a description of the Community property. The lot layout is attached as Exhibit A. This is an approximate location of the lots.

A. Number of Lots: The Community is intended to have a total of 994 lots. As of the filing date 554 lots are completed.

B. Approximate Size of Each Lot: The approximate size of each lot ranges from approximately 4,000 square feet to approximately 5,100 square feet. Certain lots are larger or may vary in size because of configuration or location in the Community.

C. Setback requirement and minimum separation distance between mobile homes as currently required by law: between homes: 10 feet; set back from street: 15 feet; set back from rear lot lines: 5 feet. Community standards may exceed these specifications.

D. The Community Owner reserves the right to expand Southport Springs by developing additional mobile home lots within the Community or adjacent or nearby property, in which event those additional mobile home lots would be entitled to use the shared or common facilities of the Community. The Community's facilities could be shared by a maximum of 2,000 lots.

### IV. Definitions

A "homeowner", "home owner" or "resident" means a person who owns a mobile home and rents or leases a lot within this Community for residential use as defined in section 723.003(11), Florida Statutes.

"Community" as used herein means a "mobile home park" as defined in section 723.003(12), Florida Statutes.

"Community Owner" as used herein means a "park owner" as defined in section 723.003(13), Florida Statutes.

Notwithstanding anything to the contrary in the prospectus, including the rental agreement, rules and regulations or any other exhibits to the prospectus, the homeowner's proportionate share of pass-through charges shall be defined as:

"Proportionate share" for calculating pass-through charges is the amount calculated by dividing equally among all affected developed lots in the Community the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Community.

## V. Recreational and Common Facilities

A. Clubhouse. The Community has one clubhouse which is located in the center of the Community. The size of the building is approximately 8,000 square feet with an approximate capacity of 300 people. As of the filing date of this prospectus, the building has the following rooms: fitness center, bar and snack bar, recreation room, ladies room, men's room, and multi-purpose room. The Community Owner reserves the right to change the size of the building, the number of rooms, or the activities that take place in any of the rooms, at its sole discretion.

B. Swimming Pool. The Community has one swimming pool located adjacent to the clubhouse, in the center of the Community. The pool is approximately 30' x 65' and varies in depth from approximately four feet to approximately nine feet. The pool can accommodate approximately 40 persons. The area around the pool consists of a pool deck of approximately 2,760 square feet and a capacity of approximately 230 people standing, or 110 people seated. The swimming pool will be heated, from time to time, at the Community Owner's discretion.

C. Whirlpool Spas. The Community has two whirlpool spas, which are located adjacent to the swimming pool. The depth of each spa, at the center, is approximately four feet. Each spa can accommodate approximately 12 people. The whirlpool spas will be heated, from time to time, at the Community Owner's discretion.

D. Tennis Courts. The Community has two tennis courts located adjacent to the clubhouse.

E. Shuffleboard Courts. The Community has four shuffleboard courts located adjacent to the clubhouse.

F. Golf Course. There is a golf course located adjacent to the Community. Although the golf course is not a part of the Community property, residents may deal directly with the golf club to make arrangements to use the course.

G. Personal Property. The personal property intended for the shared use of the residents (and their guests) includes pool furniture and clubhouse furniture. Management may, from time to time, increase, reduce or change the personal property available for the residents' use.

H. Hours of Operation. The facilities will generally be available for the use of the residents as follows: the Clubhouse is open daily from 8:00 A.M. to 10:00 P.M., the Swimming Pool is open daily from one half-hour after sunrise until one half-hour before sunset, and the Community Office is open from 8:00 A.M. to 5:00 P.M. Monday through Friday. The days and hours of use may be modified at the sole discretion of management. In case of emergency or repairs the facilities may be closed.

I. Completion Dates. As of the filing date of this prospectus, all of the facilities are completed.

## VI. Community Management and Maintenance

Management of the Community and maintenance and operation of the Community property (with the exception of occupied lots) is the responsibility of the Community manager. All questions and comments concerning Community operations should be directed to the Community manager.

## VII. Mobile Home Owner Required Improvements

Improvements, whether temporary or permanent, which are required to be installed by the mobile home owner as a condition of his or her occupancy in the Community include: Homes to be set and anchored, concrete driveway,



## RV/BOAT/UTILITY TRAILER STORAGE AGREEMENT

This Agreement, MADE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SOUTHPORT SPRINGS (MANAGEMENT) and \_\_\_\_\_ (RESIDENT). RESIDENT is a resident of SOUTHPORT SPRINGS, and desires to be permitted to store \_\_\_\_\_ in the storage area owned by MANAGEMENT, and whereas, solely for the convenience of RESIDENT, MANAGEMENT is willing to permit RESIDENT access to and use of those facilities, and for no other use of such facilities by RESIDENT.

MANAGEMENT and RESIDENT both agree to the following:

1. RESIDENT'S right of storage and access shall begin on \_\_\_\_\_ 20\_\_\_\_, and continue from month to month thereafter. Such right of access and storage may be terminated by either party upon at least ten (10) days notice to the other, and shall terminate in any event upon termination of RESIDENT'S tenancy in SOUTHPORT SPRINGS. The covenants and agreements hereof shall survive such termination.
2. RESIDENT may have access to such storage area upon such terms as may be provided by MANAGEMENT pursuant to both MANAGEMENT'S storage area rules & regulations (shown below) and the Community rules and regulations as set forth in the prospectus, and as from time to time amended. **Availability in the storage area is very limited and is available only on a first-come, first-serve basis.**
3. This is not an exclusive right of use or access. MANAGEMENT may have unlimited access to its storage facilities for all purposes and may allow similar rights of access and storage to such other persons as it may see fit. The right of access and storage granted herein is granted to RESIDENT, personally and RESIDENT shall have no right to store or permit storage of property of another, or to permit, empower or designate any other person whomever to enter in his stead or to accompany him without MANAGEMENT'S express consent in writing, and such entry or storage shall constitute a trespass.
4. RESIDENT agrees to hold the Owners and MANAGEMENT of SOUTHPORT SPRINGS, its successors, its agents or employees harmless against injury to RESIDENT'S person or property arising from or related to use, occupancy, entry into, storage on or otherwise related to MANAGEMENT'S storage area or facilities, due to theft, casualty, condition of premises or contents, vandalism, negligence of any other party or other cause, and further, to hold harmless the Owners and MANAGEMENT and its successors, agents and employees from and against any claims, actions or demands by any party injured or allegedly injured in person or property due to the acts, omissions or negligence of RESIDENT. RESIDENT further agrees to maintain property and liability insurance in form and amounts sufficient to protect MANAGEMENT from any such claims and satisfactory to MANAGEMENT, and to provide proof of same upon request.
5. This agreement shall not constitute a "rental agreement" within the meaning of Chapter 723, Florida Statutes. This agreement shall not constitute a contract of bailment, nor assumption by MANAGEMENT of any duties of preservation or protection of property, but rather a limited license for entry and use by RESIDENT upon the terms and for the purposes expressed herein, and for no other.

I have read, understood and agree to the foregoing terms.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
RESIDENT

BY: \_\_\_\_\_  
MANAGEMENT

Assigned Space Number \_\_\_\_\_

## STORAGE AREA RULES

1. Name, address, and telephone number must be displayed on all items kept in the storage area. Resident's driver's license, proof of insurance, and current registration must be provided and on file with Management on any RV, boat, or trailer stored in the storage area.
2. Please keep storage area clean.
3. Community Owner is not responsible for vandalism, theft or loss to Resident's property stored in the Storage Area.
4. Resident is fully responsible for his or her own personal property in the Storage Area. Resident must obtain insurance on any items stored in the storage area at Resident's own expense.
5. All personal property is stored at Resident's risk.
6. No major repairs are to be done in the Storage Area.
7. **Resident's personal vehicles (including cars, trucks, etc.) are not allowed in the storage area.**
8. No objects may be stored under or around the item approved for storage.
9. All tires must be properly inflated.
10. Electrical cords may NOT be permanently affixed.
11. All stored items must be insured and validly licensed.
12. Should a Resident neglect to properly maintain property stored in the storage area, that property must be removed within seven (7) days from notification by the Community Manager. If not removed, the Manager reserves the right to have it removed at the Resident's expense.

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Address

\_\_\_\_\_, 20\_\_\_\_\_  
Date